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Current Topics.

Winding-up Petitions.

WITH REFERENCE to a winding-up petition, Mr. Justice
BUCKLEY, on the 28th ult., took occasion to say that the
petitioners' solicitors had not handed in, as required by rule 34,
the list of the names and addresses of the persons who had
given notice of their intention to appear on the hearing of the
petition. He should have to impose a penalty on persons
neglecting to comply with the rule, as the time of the court was
wasted day after day through noncompliance with the rule. In
the course of the next sittings he should make some pronounce-
ment on the subject.

The New Rules of the Supreme Court.

WE PRINT elsewhere a set of new Rules of the Supreme Court,
a draft of which we published in April. They deal mainly
with the procedure in Admiralty actions *in rem* where the
defendant does not appear or makes default in delivering his
defence. In the former case, upon the filing by the plaintiff of
an affidavit of service and of a statement of claim and of a
certificate of non-appearance, the action may, after twenty-one
days from service of the writ, be set down for judgment by
default; and similar provision is made for default of delivery of
defence. A new rule, added to the section of order 36 which
deals with references—rule 55D—imposes personal liability for
the official fees upon the solicitor acting for the party for whom
they are payable, and provides for their summary recovery on
the application of the official solicitor. This appears to carry
out the rule recognized in *Robins v. Bridge* (3 M. & W. 118),
that the solicitor is liable for the fees of officers of the court.

Omnibus and Tramcar Ticket Lotteries.

ONE OF the latest devices for increasing the circulation of a
newspaper or periodical is to offer prizes to the holder of bus or
tram tickets bearing a particular number. These offers spread
the lottery mania among numbers of children and idlers, who
may be seen collecting tickets at any place where the vehicles
set down their passengers. Whether those who offer the prizes
are liable to be prosecuted under the Acts for the suppression of
lotteries is a question which has not yet come before the courts.

A lottery is defined in the Oxford Dictionary as "an arrangement for the distribution of prizes by chance among persons purchasing tickets." Those who compete for the prizes in question are not required to purchase tickets, or, as far as we know, to purchase any number of the newspaper or periodical, but the object of the proprietor is to further the business which he carries on, and the absence of a money consideration does not apparently prevent a scheme for distributing prizes by chance from being a lottery.

Written Judgments.

Those who are familiar with the law reports cannot have failed to observe the gradual increase in the practice of delivering oral judgments, even when the courts have taken time for consideration. A passage in a short life of Lord TRURO, which has just appeared, shews that his *modus operandi* was in striking contrast to that which we have just described. Lord TRURO, better known as Sir THOMAS WILDE, became Lord Chancellor in 1850. He had then little experience of the practice in courts of equity, but made every effort, by assiduous labour, to supply his deficiencies. It is stated that 130 of his decisions are reported. In the majority of the cases he reversed the decrees of the court below. In only one of these cases was his own ruling appealed from, and then he was affirmed by the House of Lords. Yet he never felt sufficient confidence in himself to deliver his decisions extempore. The labour of writing his judgments was intense, and caused a certain amount of delay, but when he resigned only seven of them remained undelivered. The example of this industrious Lord Chancellor has not been followed by his successors, and our judges at the present day seem disposed to forget the words of Lord BACON: "Reading maketh a full man, conference a ready man, and writing an exact man." Their procedure is wholly unlike that of civil tribunals on the Continent, where the judgments, even on questions of fact, are committed to writing, and state the inferences which have been drawn by the court.

How Far Silence Implies Consent.

IN A recent case in the Scottish Court of Session (*The British Linen Co. v. Cowan*) the plaintiff relied upon the legal maxim *qui tacet consentire videtur*—silence implies consent. It was said by WILLES, J., in *Richards v. Gellatly* (L. R. 7 C. P. 127): "It seems to have been at one time thought that a duty was cast upon the recipient of a letter to answer it, and that his omission to do so amounted to evidence of an admission of the truth of the statements contained in it. But that notion has been long since exploded, and the absurdity of acting upon it demonstrated. It may be otherwise where the relation between the parties is such that a reply might be properly expected." In *The British Linen Co. v. Cowan* the court held that the defendant, whose name had been ferged to a bill, of the existence of which he was ignorant, had not incurred any legal obligation towards the holders by adoption of his signature or otherwise from the mere fact that he had not repudiated a number of former bills bearing the same signature in answer to notices of dishonour, requesting him to have the bills retired. The words of Lord ARDWALL were expressly approved by the rest of the court: "I consider it to be the right of every person who receives a letter or other document regarding a matter in which he has no concern to destroy that document at once and take no further notice of it, and to countenance any other doctrine might, I think, be productive of most mischievous results, and might put honest people to a vast amount of annoyance, trouble, and expense."

Auctioneer's Refusal to Sign Memorandum of Sale.

IN THE case of *Macmannus v. Branson*, tried some days ago before PHILLIMORE, J., the circumstances under which it was sought to make the defendant, an auctioneer, liable were unlike those of any case which we can find in the reports. The defendant had offered for sale by auction, on behalf of the Hammersmith Guardians, a lot consisting of corrugated iron buildings. Biddings were offered, and eventually the lot was knocked down to the plaintiff for £85, but the defendant afterwards announced that the reserve price was £200, some

mistake having occurred with regard to the envelope containing the reserve. The defendant, accordingly, declined to sign the memorandum of sale, though the plaintiff tendered the deposit. The vendors refused to carry out the contract, which, under the Sale of Goods Act, 1893, could not be enforced, as the goods were above the value of £10. In these circumstances the action was brought against the defendant, the cause of action being his refusal to sign the memorandum. The learned judge held that there was no duty on the part of the defendant to sign the memorandum. His authority was limited, and if he had signed the paper it would not have helped the plaintiff. The cause of action was more properly upon a warranty of authority—a warranty by implication that he had authority to sell for a less sum—but in such an action the learned judge thought that the damages would be nominal. There was, therefore, judgment for the defendant, and we cannot think the plaintiff deserving of much sympathy.

Evidence of Infancy.

ONE CANNOT always rely on the accuracy of newspaper reports of legal proceedings, and it may be that there is some mistake in the account given by the *Evening Standard* of a decision of the judge of the Shoreditch County Court with regard to a plea of infancy. The defendant having deposed that he was only seventeen and a-half years old, and that he was born in Warsaw, the judge is stated to have interposed and to have said that only his mother could prove this, and according to English law he must produce a certificate of birth. The defendant had no certificate of birth, and his mother was called, who said that he was born in 1888, though her evidence as to the month in which he was born was contradictory. The judge is stated to have then held that on the evidence there must be a verdict for the plaintiff and the plea of infancy must fail, as it had not been proved according to English law with a certificate. A plea that the defendant was an infant at the time of the contract made is not always a meritorious defence, and it may be that in the particular case the defendant had no merits, but with regard to the ruling of the judge, we have always understood that infancy may be proved by calling any person who can speak as to the time of the defendant's birth. In the case of children born beyond British territory, it is sometimes impossible to procure a certificate of birth, and it must be remembered that the register of the birth is founded upon a private statement made to the registrar. In the case of *Re Wintle* (L. R. 9 Eq. 373) Lord ROMILLY held that the entry in a register of births was only evidence of the birth having taken place before the date of registration. As we have already said, there may be some explanation of a ruling which appears to be manifestly erroneous.

Lord Brougham.

THE CHAPTER ON Lord BROUGHAM in Mr. J. B. ATLAY's work on the Victorian Chancellors (which we hope to notice in detail hereafter) contains an account of certain labours of that eminent lawyer and politician which could hardly be supported by the constitutions of Englishmen of the present day. Parliament was dissolved on the 24th of July, 1830, by the death of GEORGE the Fourth, and BROUGHAM was adopted as a Parliamentary candidate by the Whig freeholders of the county of York. The election was at assize time. "It so happens," he tells us, "that I had an unusual number of briefs, some in very heavy causes. It was not possible either to give them up or to turn them over to my juniors. I was obliged, after a night of hard reading and preparation, to be in court every morning by half-past nine o'clock; then I had to address the jury, to examine and cross-examine witnesses, in short to work for my various clients just as if there had been no such thing pending as an election. Then, as soon as the court rose—indeed, sometimes before—I jumped into a carriage, and was driven, as fast as horses could go, to the various towns—many of them twenty or thirty miles from York; at each town or considerable place I had to make a speech, never getting back to York till nearly midnight, and then I had my briefs to read for next day in court. This kind of life lasted nearly three weeks. It was by much the hardest work I

ever went through, but good health, temperance, and the stake I was playing for carried me through. I not only survived, but during the whole of this laborious time I never in my life felt better or more capable of even further exertion, had such been called for." Lord BROUGHAM was at the date of these experiences fifty-two years of age. No one in these days would be surprised if so severe a strain, in the case of a man who led a life like that of Lord BROUGHAM, had been followed in a few years by a stroke of paralysis, but he lived on till his ninetieth year.

Titles Depending on Enlargements of Long Terms.

AN INTERESTING decision as to the mode in which a vendor who rests his title upon a deed enlarging a long term into the fee can protect himself by conditions of sale has been given by WARINGTON, J., in *Blair v. Keenes* (54 W. R. 451). Under section 65 of the Conveyancing Act, 1881, where a residue unexpired of not less than 200 years of a term originally created for not less than 300 years is subsisting in land, without any trust or right of redemption in favour of the freeholder, and either there was never a rent having a money value, or if there was such a rent, it has been released, or become barred by time, or has in any other way ceased to be payable, then the term may be enlarged by deed into the fee simple. In the present case property had been held under an indenture of lease dated the 31st of January, 1672, for the term of 500 years at the yearly rent of 1s., but had been assigned in 1828 free from the rent. By deed-poll in 1902 the property was expressed to be enlarged into a fee simple. There appears to have been no evidence that the rent had been actually released, and a rent reserved on a lease is not, like a rent-charge, liable to be barred by lapse of time. Upon putting up the property to auction it was described in the particulars as freehold, and a clause in the conditions of sale stated the above facts as to the term, and required the purchaser to assume that the rent had been released and that the deed-poll operated as an effectual enlargement of the term according to its tenor. The plaintiff read the particulars, but not the conditions of sale, and relying upon the statement in the particulars, bought the property. Subsequently he alleged misrepresentation and claimed to have the contract rescinded. But the particulars and the conditions were to be taken together, and the particulars were accurate subject to the vendor being able to establish a freehold title. The freehold title which he had to establish was not an absolute title, but a title in accordance with the conditions. These relieved him of proof as to a matter essential to the due operation of the deed-poll; in other words, the purchaser was bound to admit the efficacy of that deed in the absence of evidence which, apart from the conditions of sale, he would have been entitled to require. Hence the vendor had established a freehold title for the purpose of the contract, and the statement in the particulars that such was the tenure was justified. So accordingly WARINGTON, J., held. It is to be noticed that the case is distinguishable from *Torrance v. Bolton* (21 W. R. 134, L. R. 14 Eq. 124, 8 Ch. 118), where a statement in the particulars was incorrect and was at variance with the conditions. A vendor is not entitled to correct by the conditions a false statement in the particulars. In the present case the statement that the property was freehold may have been true. It was purely a matter of title, and the conditions did no more than impose a restriction on proof of title.

"Serious and Wilful Misconduct" under the Workmen's Compensation Act.

THERE is no greater difficulty connected with the application of the Workmen's Compensation Act than to decide whether a certain act amounts to "serious and wilful misconduct," so as to deprive the workman injured by the act of any right to compensation. This difficulty, too, appears to be one which the new Act, now in process of making, will do nothing to remove. In the recent case of *Johnson v. Marshall* the meaning of the words was considered by the House of Lords. The workman in question was employed in a factory in which was a lift. The men were only allowed to use this lift in taking loads up and down, not as a passenger lift; and there was a written notice to this effect fixed to the lift. There seems to have been no

appreciable difficulty or danger in working the lift, and, in spite of the rule, the men seem to have constantly used it for their own purposes without the knowledge of the employers. The man while so using it was killed, no one being able to say exactly in what way the accident was caused. The question was whether the man's conduct in so using the lift, contrary to rules, was "serious and wilful misconduct" within the meaning of the Act. That it was misconduct is clear, for it was an act of deliberate disobedience. There is no doubt that it was wilful. In fact it is rather hard to see what value the word "wilful" in the Act has. If an act is not wilful, it can hardly be said to be misconduct at all; it can at the most amount only to negligence, and it is one of the chief aims of the Act to give compensation to a man injured through his own negligence. It is quite clear that a man does not lose his right to compensation because he was guilty of either negligence or mere misconduct; but if the misconduct was "serious" he does lose his right. As many judges have said, it is quite hopeless to attempt to define the word "serious." Lord JAMES, in the recent case, suggested, as a sort of test whether or not misconduct is serious, that the question should be asked, Was it such misconduct as would have justified summary dismissal? "Serious" misconduct, in the learned lord's opinion, is a higher order of misconduct even than that which would justify such dismissal. It is quite clear that the serious nature of the misconduct must not be assumed from the fact that the consequences of the act proved to be serious. Very grave consequences may follow from a trifling act of disobedience from which no such consequences could reasonably have been anticipated. But when a man deliberately commits an act which he knows, or ought to know, is attended with a substantial risk of injury, then he is guilty of serious misconduct. In the case in question the man would have been right in using the lift with a load; he was guilty of misconduct in using it without a load. But it was quite as dangerous (or even more dangerous) to use it with a load as to use it without; and there was no reasonable anticipation of danger in either case. Hence the House decided that the man's misconduct was not of such a nature as to deprive his dependants of the right to compensation. It is to be noticed that in Scotland the courts have leaned much more strongly against the workman than in England in their interpretation of the expression "serious misconduct." This case, though not attempting to define the words, may, nevertheless, from the careful consideration given to their meaning, go far to bring the courts of the two countries into harmony.

The Land Tenure Bill.

WE HAVE before us a print of the Land Tenure Bill "as amended by the Standing Committee on Trade, &c." There are still eleven clauses, but the preliminary memorandum (which might with advantage have been corrected and brought up to date) has been omitted, and so has clause 6, by which the right of distress was to be limited to one year's rent, but a new clause 6 gives a retrospective effect to section 4 of the Market Gardeners' Compensation Act, 1895. This enactment, it is directed, "shall apply, and shall be deemed always to have applied, to a case in which the tenant executed any of the improvements therein referred to under the conditions therein specified at any time within ten years before the 1st of January, 1884, as well as to a case in which the tenant has or shall have so executed any such improvement at any time after that date." Thus will be got rid of the effect of the judgment of the House of Lords in the Scottish case of *Callender v. Smith* (1901, A. C. 297), which, though technically not binding in England, would probably be followed by an English court. There is also (and usefully) added a schedule of repealed enactments. Clause 1 has been amended by the insertion of the words "on quitting his holding," thus properly depriving a sitting tenant of compensation, and compensation is newly given for improvements by a tenant lawfully holding over, but the provision that, whether the parties prefer two arbitrators and an umpire or not, they must by compulsion of law employ a single arbitrator only, is suffered to remain. The right to compensation for damage, by which the tenant has not the lawful right to kill game, is restricted by a requirement of preliminary notice of claim "in the case of damage to a growing crop, at least three weeks before the crop is reaped or raised, and in the case of damage to

a crop reaped or raised, at least one week before it is removed from the land," and the landlord newly becomes entitled to a remedy over against a sporting tenant. The fifth, or compensation for disturbance, clause has been added to by an express prohibition of contracting out of it, and by an express provision that the single arbitrator is to adjudicate on "the reasonableness or sufficiency of removal" [sic], but it also allows the parties themselves to dispense by agreement with arbitration altogether. The seventh clause substitutes "notice to" for "consent of" the landlord as a condition precedent to the laying down of permanent pasture, inserting that improvement, together with others mentioned in clause 7 of the original Bill, in Part II. of the First Schedule of the Act of 1900, which at present includes only improvement by drainage. The eighth clause, which still directs every future contract of tenancy to contain a record of the condition of the holding, and allows either party during an existing tenancy to require such a record to be made by a nominee of the Board of Agriculture, now allows the parties to dispense with the services of such a nominee, and also, instead of saddling the landlord with the cost, now directs that "in default of any express agreement, the cost of making such record shall be borne by the landlord and tenant in equal proportions."

Equitable Priorities in Shares.

THE DECISION in *Peat v. Clayton* (54 W. R. 416; 1906, 1 Ch. 659) shows the risks which brokers run under the ordinary practice as to sales of shares. The owner of shares had executed an assignment of all his property to trustees for his creditors. The trustees applied to him for the certificates of the shares and for transfers, but the debtor did not respond to these applications, and they thereupon gave notice of the assignment to the company. The debtor afterwards sold the shares through his brokers on the Stock Exchange, executed transfers and handed the certificates to them. The brokers lodged the certificates with the company and obtained a certificate of such lodgment on the transfers, and the transfers were the next day handed to the purchasers' brokers. The purchase-money was paid over to the debtor's brokers, and they accounted for it to him. When the purchasers applied for registration of the transfers, they were met with the notice which had been given to the company by the trustees of the deed of assignment, and the transfers were refused. The debtor's brokers had, under the circumstances, to refund the purchase-money, and thereupon they claimed a lien upon the shares in priority to the trustees. The period at which a transferee of shares becomes entitled to the advantages of legal ownership has been the subject of much discussion. In *Ireland v. Hart* (50 W. R. 315; 1902, 1 Ch. 522) JORDGE, J., pointed out that a legal title is not acquired against an equitable owner until registration, or at all events until the date when the person seeking to register has a present absolute and unconditional right to have the transfer registered; and he repeated the same rule on the present occasion. In the absence of a legal title, equitable rights go according to priority of time, and as there was no question of the brokers being able to set up an unconditional right to registration, they were necessarily postponed to the trustees. In each case the rights claimed were only equitable. An attempt was made to postpone the trustees on the ground of negligence in not putting a *distringas* upon the shares, but the learned judge held that this would not have prevented the result. The certification would still have been noted on the transfers. The fact is that too much importance is attached to the possession of certificates—in other words, business men give them a greater weight as *indicia* of title than the state of the law justifies; but it would be difficult upon dealings in shares to make the strict investigation of title which is necessary to give security, and it is possible that the law would do well to bring itself more into line with the requirements of business.

The following changes in the judges going circuit are announced: Mr. Justice A. T. Lawrence will go on the first part of the summer assizes on the South-Eastern Circuit, in place of Mr. Justice Bucknill, who will remain in London; and in consequence of the illness of Mr. Justice Channell, Mr. Justice Sutton will go in his place on the first part of the summer assizes on the North Wales Circuit.

Compulsory Taking of Part of Premises.

It is a singular illustration of the confusion in which important branches of the law are allowed to remain, that, while the compulsory acquisition of land is governed in general by the provisions of the Lands Clauses Act, 1845, yet when it is a question of taking land for the purpose of improving the streets of the metropolis, recourse must be had to the provisions of the statute 57 Geo. 3, c. xxix, which goes under the name of Michael Angelo Taylor's Act. Section 80 of that statute empowers the road authority to widen any of the streets, and enacts that "if any houses, walls, buildings, lands, tenements, and hereditaments, or any part thereof" shall be adjudged by the authority to prevent them from so widening the streets, and that the purchase of such houses, &c., will be necessary for that purpose, they may "treat, contract, and agree . . . with the several owner or owners, occupier or occupiers, of all such houses, &c., for the purposes aforesaid, and pay for the same such sum and sums of money as shall be agreed upon." Section 82 provides for the case of failure to agree between the "person or persons seised or possessed of or interested in any such houses, buildings, lands, tenements, or hereditaments as aforesaid," and the authority, and directs the summoning of a jury, who shall inquire of the value of such houses, &c., and of the proportionable value of the respective estates and interests of all and every person and persons seised or possessed thereof, or interested therein, or of or in any part or parts thereof, and shall assess the sums to be paid to such person or persons.

Michael Angelo Taylor's Act contains no provision corresponding to section 92 of the Lands Clauses Act, 1845, which enacts that "no party shall at any time be required to sell or convey . . . a part only of any house, or other building or manufactory, if such party be willing and able to sell and convey the whole thereof"—a provision which is now commonly modified by a clause in the special Act allowing part to be taken if it can be severed from the remainder without material detriment. And the omission of such a provision has led to a series of decisions as to the power of the local authority to take part of land or buildings, to which an addition has been made by the recent decision of BUCKLEY, J., in *Thompson v. Hammersmith Corporation* (54 W. R. 279; 1906, 1 Ch. 299). In *Thomas v. Daw* (L. R. 2 Ch. 1), which appears to be the earliest case, the owners of No. 50, Threadneedle-street were about to pull down the building and erect new offices on the site. The road authority wished to widen the street, and for that purpose to take about seven feet in depth of the frontage of the house, but they served a notice for the whole house. The purpose in serving this notice was that, by selling the land not required, the cost of taking the seven feet into the road might be partly recouped. The resolution of the authority, however, upon which the notice was based, adjudged only that part of the site was required for the improvement, and it was held by KINDERSLEY, V.C., and, on somewhat different grounds, by CHELMSFORD, L.C., on appeal, that the authority could not require the owners to part with the whole.

The Vice-Chancellor considered that, although section 80 "jumbled" houses, walls, buildings, and lands together, yet a distinction was in practice to be made between houses and lands, and that while the Legislature appeared to have contemplated that the whole of a house would be taken, this was not so with land, and that the authority had no power to take a part of a man's land, "not to widen the street, but to ease the pecuniary burden of the ratepayers." Moreover, since No. 50 was intended to be pulled down, it must, for the purposes of the proceedings, be considered as a house actually pulled down, so that the notice to treat related, not to a house, but only to land, the site of the house. Lord CHELMSFORD, while concurring generally in the judgment of KINDERSLEY, V.C., did not agree that the Legislature had made any distinction between land and houses. The words "or any part thereof" in the early part of the section, he pointed out, clearly applied to houses and buildings as well as to lands, and similarly the power of the authority in the latter part of the section, "to lay the sites thereof . . . or so much thereof" as

they should think proper into the streets, applied to houses as well as to lands, otherwise the absurdity would follow that the authority would be bound to lay the whole of the sites of the houses into the streets. Consequently, where the authority had adjudged that a part of a house was necessary to be taken, they could take that part only, though the whole could be taken if there was an honest adjudication that the whole was necessary for the purpose of the intended improvement.

The principle of *Thomas v. Daw* (*supra*) was followed by the Court of Appeal in *Gard v. Commissioner of Sewers* (28 Ch. D. 486), a case which arose out of the Wood-street fire in 1882. While two of the houses which had been destroyed were still in ruins, the commissioners served notice to treat for the purchase of the whole, although only a portion of the site was in fact required for widening the street. Under the circumstances it was considered that the premises were to be treated as land, and not as buildings, and hence it was unnecessary to deal with the distinction suggested by KINDERSLEY, V.C., between the two. There was at any rate power to take part of a piece of land, and if such part was all that was really required, the compulsory powers did not extend to the whole. Whether the same rule applied to a house, was left undecided, "It may be," said BOWEN, L.J., "that in the case of a house or building it may be necessary to take all when the authority only want to use part on the improvements. That would be a question of fact in each case."

In both the foregoing cases the authority wished to take the whole of the property, although in fact they required a part only, and although the owners were willing for them to take that part; and in neither was it a question of interference to the prejudice of existing buildings. And even where there is such interference, yet the authority cannot take the whole building if the owner wishes to retain part, and no extraordinary expenses are thereby put upon the authority. This was the decision of PEARSON, J., in *Teuliers v. St. Mary Abbots* (30 Ch. D. 642). In that case the proposed widening of the street required that part of the buildings of an orphanage should be removed, but the trustees wished to retain the remainder, and it was in evidence that the loss by severance could easily be made good. The learned judge, referring to the dictum of BOWEN, L.J., just quoted, held that, treating the matter as a question of fact, the case was one in which a part was to be taken and not the whole.

So far it has been the authority which has desired to take the whole of land or buildings, and the owner who has insisted that they are only entitled to take the part actually required for the purposes of the proposed widening. In *Gordon v. St. Mary Abbots* (1894, 2 Q. B. 742) the position was reversed. The plaintiffs were the owners of a tavern at Kensington. Alterations had been made in the premises by which the building line was thrown back five or six feet, and a projecting stone porch was left, with its pavement raised a step above the footway. On this pavement were flaps which covered the approach to the cellars. The vestry gave notice to take the "stone porch, step, and cellar flap," and the plaintiffs required them to take the whole of the premises. Thus for the first time it had to be considered under what circumstances the statutory power of the authority to take part of premises could be exercised by taking part of a house. CAVE, J., pointed out the difference in this respect between land and buildings. "You may divide a piece of land and make it two pieces of land, and each is land for all purposes; but you cannot divide a house and make of it two houses; you get something which is not a house. Such latter division was not contemplated by the Act, and the court (CAVE and COLLINS, JJ.) held that, if what was proposed by the authority would have the effect of so altering the character and condition of the house that it could no longer be occupied as the kind of structure it was before, then the owner could not be required to give up part of the house. In such a case the house must be treated as indivisible, and it could not be said that "part thereof" obstructed the proposed improvement. Whether this was so in the particular case the court declined to determine on motion for an injunction, and left it to the trial of the action.

And even though the taking of part of a house would so alter the character of the structure that the authority could be required by the owner to take the whole, yet it does not follow

that they are entitled to take the whole if the owner desires to retain the remnant not actually required for the street improvement. In *Aldis v. London Corporation* (1899, 2 Ch. 169) the commissioners of sewers gave notice to treat for the whole of a house in Cheapside after an adjudication that the house projected into and prevented them from widening the street. The ground area was about 700 square feet, of which 400 were to be thrown into the street, leaving an irregular area of 300 square feet. The occupiers desired to retain this and carry on their business upon it, and KEEWICH, J., held that they were entitled to do so. If the remnant had been really useless to them, the case would have been different. But since they required it for the purpose of their business, the commissioners could only take part of the site, notwithstanding that, had the occupiers so wished, they could have been required to take the whole. On the other hand, the principle of *Gordon v. St. Mary Abbots* (*supra*) was applied in *Gibbon v. Paddington Vestry* (1900, 2 Ch. 794), where the vestry, who proposed to take part of certain houses, were compelled, at the instance of the owner, to take the whole, upon the ground that the houses would be substantially injured and could no longer be enjoyed as they were before. "If," said STIRLING, J., "a local authority desire to take part of a house, the portion taken must be something which can fairly be called a part." If the taking of less than the whole involves the substantial destruction of what is left, the premises are indivisible for the purpose of the statute, and the whole must be taken. It is a singular result of *Aldis v. London Corporation* that the question depends, not only upon what is in fact a substantial destruction of the building, but upon the view which the owner takes. He has in effect the option of retaining the remains of the building, if not absolutely useless to him, although the building is so altered that he could require the authority to take the whole. If, however, the improvement involves the pulling down of the whole of the house, they are entitled to adjudicate that the whole is required and to take the whole, notwithstanding the opposition of the owner: *Fernley v. Limehouse Board of Works* (82 L. T. 524). And in *Pescod v. Westminster Corporation* (1905, 2 Ch. 475) it was held that, even though severance of the house could be effected, yet the authority were entitled to take the whole if this, having regard to all the circumstances—such as the cost of severance and the existence of various interests in the building—was the more convenient course.

In the recent case of *Thompson v. Hammersmith Corporation* (*supra*) the authority claimed to take part only of the premises, and this was justified upon the ground that the house was about to undergo extensive alterations—a reason countenanced by the judgment of KINDERSLEY, V.C., in *Thomas v. Daw* (*supra*). But as BUCKLEY, J., pointed out, the reasoning of the Vice-Chancellor was not approved on appeal, and the effect of a notice to treat depends upon the actual state of the property at the time. The taking of a part would in fact involve the destruction of the house for its existing purpose, and was therefore not authorized by the statute.

The general result seems to be that the taking of a part of a house under Michael Angelo Taylor's Act is on much the same footing as under the Lands Clauses Act in cases where the special Act contains the clause referred to above. The authority can take part if the severance does not involve material detriment to the rest, and, on the other hand, though only part of the site is actually required, they are entitled, and can be compelled, to take the whole if such detriment is involved; but the owner may waive the question of detriment, and retain the portion not required, if this course is not burdensome to the authority or on other grounds inconvenient.

The present session of the United States Congress has, says the *Tribune*, surpassed all records in the way of completed legislation. More than 3,000 laws have been enacted, which is between 700 and 800 more than in any previous session up to the beginning of the month of May.

It is announced that in consequence of the continued illness of Mr. Justice Channell and the improbability of his being able to resume his judicial duties for a month at least, it has been decided that the trial of the Bodmin election petition shall be resumed on the 11th of June at Bodmin before Grantham and Lawrence, JJ., the latter taking the place of Mr. Justice Channell. The case will have to be tried *de novo*.

Reviews.

Forms of Agreements.

PRACTICAL FORMS OF AGREEMENTS RELATING TO SALES AND PURCHASES, ENFRANCHISEMENTS AND EXCHANGES, MORTGAGES AND LOANS, LETTING AND RENTING, HIRING AND SERVICE, BUILDING AND ARBITRATIONS, DEBTORS AND CREDITORS, &c., &c. WITH VARIATIONS AND NOTES. By H. MOORE. SIXTH EDITION. Revised and Edited by EDWARD MANSON, Barrister-at-Law. William Clowes & Sons (Limited).

This familiar work, which now appears in the sixth edition, contains a great variety of forms of agreement, and the editor has carefully brought it up to date by reference to recent cases and statutes. A little more might have been done, perhaps, in modernizing the forms. Thus the agreement for sale of land, with which the book opens, consists of a series of clauses each beginning with the words "and also," instead of being arranged in numbered paragraphs, and this relic of antiquity is common throughout the forms, though occasionally it is dropped, as in the case of the sale of an underlease (p. 52). So far, however, as the substance of the forms is concerned, they are full and practical, and the draftsman will find them of considerable assistance in the many miscellaneous cases which arise in practice, and on which the ordinary books of precedents are silent or scanty. There are, for instance, numerous forms relating to the sale of businesses, including a solicitor's practice, and to contracts of hire and service, and contracts for building. And the notes, which shew numerous marks of the editor's care, refer the practitioner to the latest authorities on the points arising under various forms—for instance, at p. 83 on "good-will," and at p. 114 on "clogging the equity of redemption." Attention may be called to the two forms of agreement for partnership—a longer and a shorter form—as good examples of the serviceable character of the book. The appendix contains a list of various descriptions of parties, from a duke to a tradesman, and also numerous descriptions of properties for insertion as parcels, and a table of stamp duties.

Books of the Week.

The Spirit of Our Laws. Sweet & Maxwell (Limited).

Life in the Law. By JOHN GEORGE WITT, K.C., Bench of Lincoln's Inn. T. Werner Laurie.

The Law Association of Philadelphia. Addresses delivered 13th March, 1902, and Papers Prepared or Republished to Commemorate the Centennial Celebration of the Law Association of Philadelphia, Pennsylvania, 1802-1902.

New Orders, &c.

Rules of the Supreme Court (May), 1906.

ORDER XIII. RULE 12.

1. Order XIII. Rule 12 is hereby annulled, and the following Rule shall stand in lieu thereof:—

Rule 12. In all actions not by the rules of this Order otherwise specially provided for, in case the party served with the writ does not appear within the time limited for appearance, upon the filing by the Plaintiff of a proper affidavit of service, and, if the writ is not specially endorsed under Order III., Rule 6, of a Statement of Claim, the action may proceed as if such party had appeared, subject, as to actions where an account is claimed, to the provisions of Order XV.

ORDER XIII. RULE 12A.

2. Rule 12A. In Admiralty actions *in rem* if the Defendant does not appear within the time limited for appearance upon the filing by the Plaintiff of a proper affidavit of service and of a Statement of Claim and of a certificate of non-appearance the action may on the expiration of 21 days from the service of the writ be set down for judgment by default.

ORDER XXVII. RULE 11A.

3. In Admiralty actions *in rem* if the Defendant makes default in delivering a defence the Plaintiff may on the expiration of 10 days from the delivery of the Statement of Claim, and on filing an affidavit of non-delivery of a defence, set down the action for judgment by default, and the provisions of Order XIII., Rule 13, shall be applicable to such action.

ORDER XXVII. RULE 12.

4. Order XXVII. Rule 12 shall be read as if for the words "in the last preceding rule" the words "in Rule 11" were substituted.

ORDER XXIX. RULE 16.

5. Order XXIX. Rule 16 is hereby annulled, and the following Rule shall be read in lieu thereof:—

Rule 16. After the expiration of twelve days from the service of the writ or copy thereof if the party on whose behalf the caveat has been entered shall not have given bail in such sum, or paid the same into the registry, the Plaintiff's Solicitor may proceed with the action by default, and on filing his proofs in the registry may have the action placed on the list for hearing.

ORDER XXXVI. RULE 55D.

6. In any proceedings before an Official Referee or Master in which the party by whom the fees prescribed by the Orders as to Court fees are payable is represented by a Solicitor, if the fees or any part of the fees payable under the said Orders are not paid as therein prescribed, the Court or a Judge may on the application of the Official Solicitor by summons, and upon a report signed by the Official Referee or Master stating the amount of the unpaid fees, order the said Solicitor of the said party forthwith personally to pay the said amount in the manner prescribed by the said Orders, and to pay the costs of the Official Solicitor of the application.

ORDER LXVIII. RULE 2A.

7. Order II. Rule 8 shall apply to the Revenue side of the King's Bench Division.

8. These Rules may be cited as the Rules of the Supreme Court (May), 1906, and each Rule may be cited separately according to the heading thereof with reference to the Rules of the Supreme Court, 1883. They shall come into operation on the first of July, 1906. The 25th of May, 1906.

(Signed) Loreburn, C.
Alverstone, C.J.
R. Henn Collins, M.R.
R. L. Vaughan Williams, L.J.
J. Gorell Barnes, P.
Arthur Kekewich, J.
R. J. Parker,
Charles Mylne Barker,
Pres. Law Soc.

Cases of the Week.

Court of Appeal.

WOOLWICH UNION v. FULHAM UNION. No. 1. 25th May.

POOR LAW—SETTLEMENT AND REMOVAL—RESIDENTIAL SETTLEMENT—CHILD UNDER SIXTEEN—ILLEGITIMATE CHILD OF MARRIED WOMAN—POOR LAW AMENDMENT ACT, 1834, s. 71—POOR REMOVAL ACT, 1846, s. 3—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876, ss. 34, 35.

Appeal by the Guardians of the Woolwich Union from a decision of the Divisional Court (Lord Alverstone, C.J., and Kennedy and Ridley, JJ.) on a case stated on an appeal to the County of London Sessions with regard to the legal settlement of five children, the eldest of whom was fourteen and the youngest six. The case stated the following facts: The respondents, the Guardians of Fulham, obtained an order of two justices whereby it was adjudged that the parish of Charlton next Woolwich, in the Woolwich Union, was the place of the last legal settlement of the five children, paupers chargeable to the parish of Fulham, and the appellants were ordered to receive and provide for them. The appellants appealed. The substantial facts were as follow: In 1880 William Turpin married Rose Clark. In 1884 Rose left her husband and went to live with John Johnson, by whom she had the five children in question, all of whom were registered in the register of births as the children of Johnson. The parents lived at Lambeth without a break and without relief from the guardians for a period exceeding three years. During the same period Turpin lived at Charlton next Woolwich in such circumstances as made him irremovable therefrom and settled therein. During this time he contributed nothing towards the support of his wife. In 1903 the children became chargeable to the Fulham Union, and the question then arose as to which Union, Woolwich or Fulham, should receive and maintain them. The Divisional Court held that as a child under the age of sixteen could not by section 34 of the Divided Parishes and Poor Law Amendment Act, 1876, by residence in a parish with his or her parent acquire such a settlement of his or her own as would be effectual until he or she became emancipated, they were chargeable to the Woolwich Union, which would be their mother's settlement by reason of it being that of her husband. That union appealed on the ground that the children in the circumstances, by living for more than three years in the parish of Lambeth, had acquired a settlement of their own in that parish. For the respondent union it was contended that legitimate children under sixteen took the settlement of their father; illegitimate children that of their mother, whose settlement in this case was that of her husband Turpin—namely, Woolwich. Children under sixteen, whether legitimate or illegitimate, could not acquire a settlement by residence, though when over sixteen they could add their residence in the parish when under sixteen to their residence when over sixteen so as to give a settlement: see *West Ham Union v. Holbeach Union* (1905, A. C. 450), following and approving *Reg. v. Elvet* (2 E. & E. 266).

In reply it was submitted that if these children were not rendered irremovable by section 3 of the Poor Removal Act, 1846, they were rendered irremovable by section 1.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.J.J.) held that the word "children" in the proviso to section 1 of the Act of 1846 meant legitimate children: *Reg. v. Maude* (2 Dowl. N. S. 58). Therefore the words at the beginning of that section, which said that no person should be removed from any parish in which he had resided under certain conditions for the prescribed period, applied to an illegitimate child just as much as to any other person; and an illegitimate child, by residing in a parish for three years, could acquire a settlement there in its own right. On the facts of the case these children had acquired settlements in Fulham of their own, and that union must receive and maintain them. Appeal allowed with costs.—COUNSEL, *Rawlinson, K.C., Cox-Sinclair, and Forster Lampard; Macmorran, K.C., and S. Davey.* SOLICITORS, *Callard & Vulliamy; T. Blanco White.*

[Reported by ESKINE REID, Esq., Barrister-at-Law.]

SMITH v. THE STANDARD STEAM FISHING CO. (LIM.). No. 2.
24th May.

MASTER AND SERVANT—EMPLOYERS' LIABILITY—ACCIDENT—COMPENSATION—SHIPWRIGHT—SHIP MOORED TO JETTY OF DOCK—WORKMEN'S COMPENSATION ACT, 1897 (60 & 61 VICT. c. 37), ss. 1, 7.

This was an appeal from the Lincolnshire County Court, which raised the question whether a shipwright who had sustained an injury on the deck of a steam trawler while moored to the quay in Grimsby Docks was entitled to compensation from the owners of the vessel under the Workmen's Compensation Act, 1897. The facts were shortly as follows: The applicant, S. H. Smith, was at the time of the accident, and had been for some years preceding it, a shipwright in the employ of the respondents, who are steam trawler owners at Great Grimsby, and used to work for them either in the workshop or on the quay, or on vessels in the dock, according to orders and as occasion might require. On the 31st of October, 1904, the applicant was instructed to go on board the steam trawler *Moravia*, which belonged to the respondents, to do some repairs; the vessel was moored to the jetty or landing stage of the fish dock at Grimsby, being fastened forward by her fore rope to the jetty and aft by her aft rope to other trawlers which were lying alongside of her; the fore end touched the jetty, and the applicant went on board of her by stepping from the jetty on to the trawler. On the morning of the accident the crew were engaged in unloading the fish from the trawler. While the applicant and two other men were pulling at a rope to get at the other board which the applicant was told to repair, the rope broke, the applicant fell on his back on the deck across the wheel chain pipe and broke his leg in two places. The applicant claimed compensation, and eventually proceedings under the Workmen's Compensation Act, 1897, were taken in the Grimsby County Court. The county court judge held, on the authority of *Houlder Line (Limited) v. Griffin* (53 W. R. 609; 1905, A.C. 220), that the applicant being on board a trawler in a wet dock, and the trawler not making use of the dock in any way, the trawler was not "a factory" within the decisions under the Act, and that the respondents were not "undertakers" within the meaning of the Act, and consequently they were not liable to pay compensation. The applicant appealed.

THE COURT (COLLINS, M.R., and ROMER and COZENS-HARDY, L.J.J.) dismissed the appeal.

COLLINS, M.R.—It is not perhaps quite easy to collect from the speeches of the noble lords who decided *Houlder Line (Limited) v. Griffin* (53 W. R. 609; 1905, A.C. 220) one essential principle which governs them all, but I think that there is one common conclusion which can be drawn from all the judgments, and that is that in that particular case the person sued was not the "occupier" of the dock, and consequently of the "factory," and therefore was not an undertaker within the Act who was liable to pay compensation. Lord Halsbury, in the course of his judgment, said this: "I do not think the shipowner was in any intelligible sense the occupier of the dock, because his vessel was in the water surrounded by the structure of the dock." Lord Macnaghten, at p. 224 of the report, said: "It is, I think, plain that by the expression 'dock' in the Factory Act, 1895, is meant the solid structure and body of the dock, not the water space within its limits. A corresponding meaning must be given to the word 'premises.' I do not think that a ship lying in a dock, whether afloat or not, can be included in the description of 'premises' within the same or forming part thereof." It follows, therefore, in my opinion, that the employment in which the injured person was engaged at the time of the accident was not an employment to which the Act of 1897 applies." And then he went on to *Raine v. Johnson & Co.* (49 W. R. 703; 1901, A.C. 404), which he considered to be a different case altogether, because there the vessel was not lying in the water space of the dock—it had been removed to, and placed in, a dry dock—of which the persons sought to be made liable had the actual use and occupation. Lord Lindley, again at p. 228, referring to *Raine v. Johnson*, said in that case: "The Act was held to apply to a workman employed to clean and repair a ship in a dry dock which had been hired by ship repairers for the purpose of repairing her. The undertakers there were the repairers, and the dry dock was held to be a 'factory' within the meaning of the Act, and it was occupied and used as such by the undertakers." These observations, in my opinion, exactly apply to the present case. The only difference between the two cases is that in the present case the vessel was connected with the jetty by a rope, but the observations just quoted appear to me to apply equally to both cases. The applicant was not employed on the jetty, but on the vessel, which was entirely waterborne, to do work connected with the vessel. The appeal therefore fails and must be dismissed.

ROMER and COZENS-HARDY, L.J.J., delivered judgments to the same effect.—COUNSEL, *Rugg, K.C., and Owen; Powell, K.C., and Addington Willis.* SOLICITORS, *F. W. Hill, for Locking & Holditch, Hull; J. C. Jackson, for W. M. Gishad, Rotherham.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

High Court—Chancery Division.

STAFFORDSHIRE AND WORCESTERSHIRE CANAL PROPRIETORS v. PALMERS. Joyce, J. 1st and 24th May.

RIVER—MOORING TO BANK—RIPARIAN OWNER—RIGHT OF ACCESS TO LAND.

This was an action by the plaintiff company to restrain the defendants from mooring vessels to land belonging to the company. The company was incorporated under an Act of Parliament of 6 Geo. 3, c. 97, for the purpose of making and maintaining a navigable canal from the River Severn between Bewdley and Tipton Brode to communicate with a canal to be made from the River Trent to the River Mersey, and was empowered to acquire lands for the various purposes of the company. In pursuance of the powers conferred by this Act the company made the canal, and as part of their undertaking became possessed of land abutting on the River Severn at Stourport, in the county of Worcester. The River Severn at this point is navigable, but non-tidal. In April, 1905, the defendants moored several vessels to part of the company's land at Stourport, and refused to remove these vessels when requested to do so by the company. The company then brought this action. For the plaintiffs it was contended that there is no right at common law to moor in non-tidal waters on the soil of another (*Hickman v. Maisey*, 44 SOLICITORS' JOURNAL 326; 1900, 1 Q. B. 752), and that if this right does not exist at common law it cannot be acquired by the public either by user or custom or by dedication. It was further contended that a riparian owner has an absolute right of access to his land at any point, and that he can stop the blocking of that access. For the defendants it was urged that the right of navigation gives a right to moor where necessary. It was also urged that although there is no common law right to moor indefinitely, such a right can be acquired (*Attorney-General v. Wright*, 46 W. R. 85; 1897, 2 Q. B. 318), and that in this case this right had been acquired by the public by dedication of the company.

JOYCE, J., in giving a considered judgment, said that persons navigating a navigable river can moor, if necessary, for a reasonable time, but not for such a time as to obstruct the riparian owner's right of access to and from the river. A riparian owner on a navigable river has an exclusive right of access. It is said that the company has granted to the public the right to moor by dedication. The company could not dedicate such user to the public. Where the riparian owner is a company, dedication by user cannot be made if such user be inconsistent with the object of the company. The injunction must, therefore, be granted.—COUNSEL, *Hughes, K.C., and Stuart Moore; Younger, K.C., and Galey.* SOLICITORS, *Ulithorne, Curry, & Co., for Nee, Cresswell, & Sparrow, Wolverhampton; Ford & Ford, for W. W. A. Tree, Worcester.*

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

WHEATLEY v. SMITHERS AND ANOTHER. Div. Court. 24th May.

PARTNERSHIP—BILL OF EXCHANGE—AUCTIONEER—TRADING FIRM.

This was an appeal from the City of London County Court. The action was upon a bill of exchange for £50 accepted by one Alcock in the name of the firm (Smithers & Alcock) of which he was a partner. The county court judge found (1) that the partnership, for the purpose of carrying on the business of auctioneers, was not a trading one; (2) that the matter for which the bill was accepted was outside the partnership business; (3) that Alcock had no express authority from Smithers to accept the bill; (4) that Alcock purposely concealed such acceptance from Smithers. In accordance with these findings the judge entered judgment for the defendant, Smithers, with costs. Counsel for the appellant said that it would not be disputed that the firm would be liable on the bill under the circumstances if the firm had been a trading firm, and he submitted it was a trading firm. There was no direct authority on it, but for the purposes of the Bankruptcy Act, 1869, auctioneers were included amongst the class of trade. The first schedule of that Act provides: "Alum makers, apothecaries, auctioneers . . . persons using the trade of merchandise by way of commission . . . persons who, either for themselves or as agents for others, seek their living by buying or selling . . ." shall come within the description of traders. Under the Companies Acts only trading firms can borrow without express authority being given by the memorandum of association or articles of association. It has been held in *General Auction Estates Co. v. Smith* (1891, 3 Ch. 432) that that company, which carried on the business of engineers, was a trading company. Counsel for the respondent was not called upon to argue.

THE COURT (RIDLEY and DARLING, J.J.) dismissed the appeal.

RIDLEY, J., in giving judgment, said he was not prepared to differ from the finding of the county court judge. Auctioneers carried on a business, but the term business was wider than the term trade, as clearly stated by Willes, J., in *Harris v. Amery* (L. R. 1 C. P. 154). Because auctioneers had been called traders for a special purpose by the Bankruptcy Act, 1869, that was no reason why they be so called for all purposes.

DARLING, J., concurred.—COUNSEL, *Cairns; E. Palmer.* SOLICITORS, *John Smith; Douner & Johnson.*

[Reported by MAURICE N. DRAQUEN, Esq., Barrister-at-Law.]

WILKINSON AND ANOTHER v. LANCASHIRE AND YORKSHIRE RAILWAY CO. Div. Court. 25th May.

RAILWAYS—NEGLIGENCE—SPECIAL CONTRACT—CONDITIONS—RAILWAY AND CANAL TRAFFIC ACT, 1854 (17 & 18 VICT. c. 31), s. 7.

This was an appeal from the County Court of Manchester. The plaintiffs were commercial travellers in the cigar trade travelling in the ordinary course of their business, and were so to the knowledge of the defendant company. The plaintiffs took third-class and saloon return tickets from Huddersfield to Belfast, subsequently altered by payment of excess fares to second class. At Fleetwood the defendant company took charge of two square wood boxes, two cane travelling cases, and one skip, of which the plaintiffs were owners. The plaintiffs went on the boat leaving with one of the defendants' servants the articles mentioned to be brought from the railway to the boat. On arriving at Belfast the skip was not delivered to the plaintiffs, and they were informed by the defendants it had been dropped into the sea. The skip contained the articles enumerated in the particulars of claim and was being used by the two plaintiffs jointly. The claim which was for £52 1s. 8d., was admitted so far as amount was concerned, but the defendant company denied all liability. The contract was contained in the railway ticket and the defendant company's time book, p. 165 of which contains the following statement: "Passengers' luggage.—Commercial travellers are allowed to take with them, free of charge, the undermentioned quantities of luggage—viz., first-class 3 cwt., second-class 2 cwt., third-class 1½ cwt., per passenger, on the condition that the company is relieved from all liability for loss, damage, misdelivery, or delay." The county court judge gave judgment for the plaintiffs. Section 7 of the Railway and Canal Traffic Act, 1854, is as follows: "Every such company . . . shall be liable for the loss . . . of any articles, goods, or things in the receiving, forwarding, or delivering thereof occasioned by the neglect or default of such company or its servants. . . . Provided also that no special contract between such company and any other parties respecting the receiving, forwarding, or delivering of any . . . articles, goods, or things shall be binding upon or affect any such party unless the same be signed by him or by the person delivering such articles, goods, or things respectively for carriage." Counsel for the appellant said that by section 2 of the Act of 1854 the company's liability to carry goods as common carriers had been extended, but by the appellant company's Act of 1892 the company was not obliged to carry goods of a non-perishable nature other, than by goods train, unless the goods came within the description of passengers' personal luggage. [All other railway companies have similar Acts.] It would not be disputed that the articles lost did not come within the description of personal luggage, and the company could not be compelled to carry them by passenger train; but under a special contract with the commercial travellers they agreed to carry them by passenger train subject to the conditions set out above. Such a special contract did not come within section 7, which only applied to cases where the company was under an obligation to carry the goods either at common law or by section 2. This construction of the section was foreshadowed in *Dixon v. Great Northern Railway Co.* (18 Q. B. D. 176), and this was the principle of the decision in *Stone v. Midland Railway Co.* (1903, 1 K. B. 741). Wills, J., there held that where a company agreed to carry "tailors' clothing" by passenger train (their statutory liability was confined to carriage by goods train) there could be no breach of section 90 of the Railway Clauses Consolidation Act, 1845, because that section, which substantially enacted that all traders should be put on an equality, only referred to contracts for the carriage of goods which the company was obliged to carry. The judgment of Wills, J., on the point was quoted with approval when the case went to the Court of Appeal. Secondly, the respondents were trying to approbate and reprobate, which the court would not permit. They must either accept the contract in its entirety or reject it in its entirety. Counsel for the respondents said that the short answer to the argument was that section 7 did not either expressly or impliedly limit the obligation of the railway company. Moreover, the principle of the decision in *Stone's case* was not that which had been stated. It was not a case of inequality at all. The company authority to all traders a certain rate for collecting from house to house; Stone chose to deliver his goods himself at the station. The company, while quite willing to collect, would make no rebate because Stone chose to save them the trouble.

THE COURT (KENNEDY AND BRAY, JJ.), dismissed the appeal. KENNEDY, J., in the course of his judgment, said that he could find nothing in section 7 which would force him to the construction that when goods were "received and forwarded" by a means of conveyance which the company was not under a statutory obligation to provide, although under a statutory obligation to provide some means of conveyance, therefore the company could attach conditions to the contract, not signed by the other party in accordance with the terms of the section. *Stone's case* was not in point.

BRAY, J., concurred.—COUNSEL, C. A. Russell, K.C., and Spencer Hogg; Montague Sheerman, K.C., and Helman Gregory. SOLICITORS, Woodcock, Ryland, & Parker, for A. de C. Parmiter, Manchester; Upton & Britton, for Wilmslow & Stone, Huddersfield.

[Reported by MAURICE N. DUBOQUE, Esq., Barrister-at-Law.]

BIRKENHEAD UNION v. BROOKES. Div. Court. 25th May.

POOR LAW—MAINTENANCE—PAUPER—LEGACY—GUARDIANS' RIGHT TO RECOVER EXPENSES—COMMON LAW LIABILITY—FIVE YEARS' ARREARS—STATUTORY RIGHT—POOR LAW (AMENDMENT) ACT, 1849 (12 & 13 VICT. c. 103), s. 16.

Appeal by the defendant from a decision of the county court judge

sitting at Birkenhead, who had held that the guardians were entitled to be paid by him a sum of £87 and costs, in all £116, for his support and maintenance for a period of five years during which he had been an inmate of the Birkenhead Union, the pauper having lately come into property worth between £200 and £300. The ground of the appeal was that the guardians, by section 16 of the Poor Law (Amendment) Act, 1849, could only recover for twelve months' support, and that, there being no contract, express or implied, which would make the pauper liable at common law, the judgment appealed from was wrong. The authorities on this point, which were summarized in *Re Rhodes* (44 Ch. D. 94), shewed that in all cases where a person as to whom a contract was implied that person was under some contractual disability. On that ground the decision in *Re Clabbon* (1904, 2 Ch. 465) could be distinguished. In that case this common law principle was held to extend to the case of an infant pauper who became entitled to property, and the guardians of the poor who had maintained him were held entitled to recover to the extent of six years' arrears of maintenance. It was then pointed out that section 16 of the Poor Law (Amendment) Act, 1849, which enabled poor law guardians to appropriate out of the property belonging to the pauper the expense incurred by them in maintaining him during the previous twelve months, left their common law right unaltered and gave them merely an additional security upon any property belonging to him for the amount expended by them during the period specified in the section, with power to recover the same in a summary manner. Here the pauper was not under any disability, and was capable of contracting for himself. He went into the workhouse compelled by want, and the guardians admitted him because they were bound to do so. Therefore no request from the pauper could be implied. Without hearing counsel for the guardians,

THE COURT (RIDLEY AND DARLING, JJ.) held that the pauper's obligation did not depend upon any implied consensual contract, but was imposed by the law on the ground of simple justice, that a person should discharge a debt to the State which had done something for him at a time when he could not do it for himself. Appeal dismissed, leave to appeal refused.—COUNSEL, N. E. L. Child; Pockford, K.C., and Rigby Swift. SOLICITORS, Blake, Heestline, Child, & Crailsheim; A. B. Sanders, for Thompson, Hughes, & Mathison.

[Reported by ERKINE REID, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re BRIGGS & CO. *Ex parte THE TRUSTEE.* Bigham, J. 29th May.

BANKRUPTCY—PARTNERSHIP—ASSIGNMENT OF BOOK DEBTS OF THE PARTNERSHIP—SIGNATURE OF ONE PARTNER FORGED—VALIDITY OF ASSIGNMENT—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39), s. 6.

Motion by the trustee in bankruptcy to set aside an assignment of book debts of the bankrupt firm of Briggs & Co. The firm had consisted of father and son, the father generally was travelling, the son remained at the office and had charge of the financial part of the business. By the partnership deed the son had power to sign on behalf of the firm, but he had no authority to sign cheques on the firm's banking account, which were always signed by the father. In August, 1905, in the absence of the father, the son was pressed by the respondents to the present motion, who were large creditors of the firm, and he agreed, without informing his father, to give them an assignment of book debts due to the firm. The assignment was drafted by the respondent's solicitor and was headed: "An indenture made between R. B. Briggs and H. R. Briggs, trading as cork retailers, under the style or firm of Briggs & Co." It purported to be signed by R. B. Briggs and H. R. Briggs separately, but it was admitted that the signature of R. B. Briggs, the father, was a forgery. The son never told his father of the assignment and absconded soon after executing it. The firm became bankrupt, and a trustee was appointed who now sought to set aside this assignment as not having been duly executed.

BIGHAM, J., held that the assignment was duly executed. It had been executed for the purposes of the partnership business by the son, a partner having authority to deal with the book debts for the purposes of the partnership business. He had authority to execute it so as to bind the firm. The assignment was binding on the firm by virtue of section 6 of the Partnership Act, 1890, having been executed in a manner shewing an intention to bind the firm by a person thereto authorized—viz., a partner. Application dismissed.—COUNSEL, Wootten; Davis. SOLICITORS, Irvine, Borroman, & Brown; M. E. Williams & Co.

[Reported by P. M. FRANK, Esq., Barrister-at-Law.]

The fourth sitting of the Bankruptcy Law Committee was held on the 23rd inst. at the Royal Courts of Justice, Mr. Muir Mackenzie presiding. The committee proceeded with the taking of evidence, the witnesses examined being Mr. Edward William Forward, the vice-president of the Hull Incorporated Law Society, and Mr. E. V. Longstaffe, a member of the firm of Messrs. Dod, Longstaffe, Son, & Fenwick, solicitors to the Association of Trade Protection Societies of the United Kingdom.

Mr. Justice Sutton, the Attorney-General, and the Solicitor-General were entertained on Saturday at the Imperial Restaurant, at a joint congratulatory dinner by the members of the North-Eastern Circuit (of which all three were lately members) in celebration of their recent appointments. Mr. Tindal Atkinson, K.C., presided; and a considerable number of both the past and the present members of the circuit assembled, among them being Mr. Justice Ridley, Judge Raikes, Judge Hans Hamilton, Justice Sir John Edge, and Mr. Milvain, K.C.

Law Students' Journal.

Law Students' Debating Society.

The annual dinner of this society was held on Monday at the Hotel Cecil. Mr. Justice BUCKNILL presided.

In responding to the toast of "The Bench and the Bar," proposed by Mr. P. M. CRAWCOURT HART, Mr. Justice WALTON said he was convinced that law students' debating societies fulfilled a very useful and important function, in that they taught men to "think on their legs." He disagreed with the view, which had been frequently expressed of late, that the legal profession afforded no good opening for young men.

Mr. McCALL, K.C., in responding for the bar, said he was interested in a recent statement in the *Times* that Mr. Horatio Bottomley had asked the Attorney-General whether the Government would not endeavour to introduce a Bill for the purpose of giving all litigants a right to damages against counsel who did not "turn up" to time. If the bar had really required a process of reconstruction, Mr. Bottomley would have been the man for it, and if the bar had really required to be wound up, Mr. Bottomley would have found a most congenial sphere of operation. But the bar as he knew it did not require to be either reconstructed or wound up.

Mr. MYLNE BARKER responded to the toast of "The Law Society," proposed by Mr. HUGH THOMPSON.

The CHAIRMAN, in proposing "The Law Students' Debating Society," said that debating societies were a great help to men who would make a mark in their profession. He advised his hearers not to speak too often nor too quickly, and to remember that extraordinary diligence and ordinary intelligence would enable them to surmount most of the difficulties which they would meet with in their profession.

Mr. P. B. HENDERSON, hon. secretary, responded.

Legal News.

Appointment.

Mr. A. C. FORSTER BOULTON, M.P., barrister-at-law, has been appointed Prosecuting Counsel to the Post Office at the Central Criminal Court, in succession to Mr. H. C. BIRON, recently appointed a metropolitan magistrate.

Information Required.

CHARLES HOLEHOUSE BOUSFIELD, Esquire, of No. 40, Elvaston-place, Kensington, died on the 12th of March last, aged 84 years. In consequence of illness his very considerable estate had been managed by committees since 1901. In 1900 and previously he had on several occasions stated that his will would be found with Messrs. Glyn, his bankers, but it was not so found. In 1901 the committees found in a disused drawer a will in his own handwriting, duly executed and attested, dated 1871, another will, properly completed, dated 1885, and a draft of it. Also, in testator's handwriting, an incomplete draft of a will undated, which, from internal evidence, must have been written by him in or about the year 1893. The will of which this was a draft was probably executed in the presence of stockbrokers or bankers or City friends of the deceased, and any information leading to the discovery of this or any later Will will be suitably rewarded.—Boxall & Boxall, 22, Chancery-lane, W.C., solicitors for certain of the next-of-kin.

General.

Though nearly eighty-one, Lord Halsbury, says the *Daily Mail*, is devoting five or six hours a day to the work on English law which he set himself some time ago—a work which involves labour sufficient to daunt a man not half his age. But the ex-Lord Chancellor looks upon it as recreation.

Dr. Boyes, the county court registrar and magistrate's clerk, discovered on Tuesday morning last, says the *Daily Mail*, that his house and offices at Barnet were on fire, and in his efforts to overcome the flames before the arrival of the fire brigade he was nearly suffocated. The premises were alight in three separate rooms, in one of which were kept valuable official documents. The fire is said to be the work of one who bears a grudge against the registrar.

The report of the Comptroller-General of Patents, Designs, and Trade-marks for the year 1905, which has just been issued, states that while considerable development was made in speed-gear and wheel tyres of motor-cars, there was a remarkable falling off in all other forms of locomotion, including railways and tramways, road vehicles, cycles, and flying machines. On the other hand, there was an increase, to the extent of 81 per cent., in the number of inventions relating to railway signalling, largely due to the unfortunate occurrence of several "tunnel mysteries" during the year.

On Wednesday last, in the House of Commons, Sir Henry Campbell-Bannerman, in reply to a question by Mr. Nield, said that there was little prospect of a Bill being introduced this session to deal with questions of jurisdiction and procedure of county courts. Whether it would be possible to introduce such a measure in a future session he was at present unable

to say. Mr. Nield: In view of the fact that it would be non-party and non-controversial in character, could the right hon. gentleman not see his way to give some facilities for such a Bill? Sir H. Campbell-Bannerman: I do not know who is to judge of a Bill being non-controversial. By very recent experience it would require some supreme authority to say where that term shall be applied.

At the recent contest to fill the twenty-four vacancies upon the Bar Council, the following candidates have been declared duly elected: Mr. C. M. Warrington, K.C., Mr. E. Tindal Atkinson, K.C., Mr. W. Pickford, K.C., Mr. W. F. K. Taylor, K.C., Hon. E. C. Macnaghten, K.C., Mr. W. English Harrison, K.C., Mr. John Scott Fox, K.C., Lord Robert Cecil, K.C., M.P.; Mr. N. Micklem, K.C., M.P., Mr. Montague Shearman, K.C., Mr. George Cave, K.C., M.P.; Mr. R. B. D. Acland, K.C., Mr. George Borthwick, Mr. George Henderson, Mr. Boydell Houghton, Mr. J. Edward H. Benn, Mr. H. W. Disney, Mr. Sidney A. T. Rowlett, Mr. J. A. Hawke, Mr. Claude Douglas-Pennant, Mr. E. Percival Clarke, Mr. L. W. Byrne, Mr. E. H. Chapman, and Mr. Basil B. Watson.

On Wednesday in last week a paper was read by Sir Edward Fry before the British Academy on "the rights of neutrals as illustrated by recent events." The first question he considered was, whether or not the commander of a ship-of-war belonging to a belligerent power could justify injury to a neutral ship on the ground of his suspicion that she was a belligerent. On this point he maintained that a commander of a ship-of-war was not justified in injuring a neutral vessel on any ground but the actual misconduct of the neutral, and that he could not justify such injury on any ground of suspicion. The second question was as to how far belligerents could enlarge their rights against neutrals by the introduction of novel instruments and methods of warfare. With regard to this point he was of opinion that, whilst belligerents were entitled as against neutrals to all the rights hitherto recognized by international law, they could not enlarge those rights by the introduction of novel instruments or methods of warfare, and that if these could not be used without the infliction of additional burdens on neutrals they could not lawfully be used at all. The third question related to the right of neutrals to receive and use messages relating to military or naval operations sent by belligerents by means of wireless telegraphy. The answer to this question, whether in civil or international law, should be that the sender of such messages must send them at his risk, and that if the means which he possessed of securing secrecy were not adequate, he must suffer the evils of that publicity of which he was the first author.

Sir Edward Fry writes to the *Times* to point out that the case of *Dartford Brewery Co. v. The Quarter Sessions for Middlesex* (reported ante, p. 441), and other decisions there referred to, shew that before the committee of the quarter sessions can refuse the licence to one of several public-houses they must have before them differentiating evidence—i.e., evidence to shew why one of several houses should be closed and the others left open. From this, of course, it follows that where there are two public-houses in close proximity, with no difference in their merits or demerits, the quarter sessions must grant both licences, though one is enough for the public convenience. If the courts should hereafter decide that the differentiating evidence must be substantial evidence, and establish a real and important difference between the two, the result will be a very serious diminution of the power of the licensing committee, for it is quite common to find several small houses of the same class and character clustered together in some nook or corner of a village. He adds: "I am not presumptuous enough to argue that the decisions in question are erroneous, but I am suggesting that legislation which leads to such conclusions is faulty. For surely if a public-house is proved to be needless for the convenience of the public, and the justices in their discretion desire to close it, the case is adequately made out, and it is needless to inquire whether the closing of some other house would be as useful, or more so; or whether the compensation fund might be more usefully employed in some other part of the county. It will, perhaps, be suggested that differentiating evidence is required to exclude undue preference of one over another owner; but if the justices can be trusted at all, surely they may be trusted in this respect."

TO EXECUTORS.—VALUATIONS FOR PROBATE.—Messrs. Watherston & Son, Jewellers, Goldsmiths, and Silversmiths to H.M. The King, 6, Vigo-street (leading from Regent-street to Burlington-gardens and Bond-street), London, W., Value, Purchase, or Arrange Collections of Plate or Jewels for Family Distribution, late of Pall Mall East, adjoining the National Gallery.—[ADVT.]

The Property Mart.

Sale of the Ensuing Week.

- June 5.—Mr. EDWIN J. GILDERS, at the Royal Hotel, Clacton-on-Sea, at 3: Valuable Freehold Properties at Clacton-on-Sea. (See advertisement, May 26, p. vii.)
 June 7.—Messrs. H. E. FOSTER & CRAWFIELD, at the Mart, at 2: Reversions, Shares, and Policies. (See advertisements, May 26, p. ix.)
 June 7.—Mr. GEORGE F. HARRINGTON, at the Mart, at 2: Choice Freehold Building Sites, within a few minutes' walk of Beckenham Junction and Shortlands Stations; Freehold Detached Residence, Widdicombe, Overbury-avenue. Solicitors, Messrs. Radham & Comins, London. (See advertisements, May 26, p. iii.)
 June 7.—Messrs. STIMSON & SOVA, at the Mart, at 2: Freehold Detached Residence, Queen's-road, Peckham. Solicitors, Messrs. Byrnes & Byrnes, London. Peckham: Freehold Site, at the corner of Stafford-street and Goldsmith-road. Solicitors, Messrs. Edward Boxall & Kempe, Brighton. Putney: Detached Residence, let upon lease at £105 per annum. Solicitor, G. Tilling, Esq., London. (See advertisements, May 26, p. vi.)

Winding-up Notices.

London Gazette.—FRIDAY, May 25.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BROOKLYN COLLIERIES, LIMITED—Petition for winding up, presented May 23, directed to be heard at the Guildhall, London, June 13, at 11. Messrs J. & Son, Bristol, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

CARIBOO GOLD FIELDS, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Albert F. Stoy, 115, High Holborn.

CONTINENTAL CAFE AND RESTAURANT, LIMITED—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to George Robertson, 177, Newport rd., Cardiff, solicitor for liquidator.

DAVID KIMBERLEY & SONS TOOL MANUFACTURING CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 15, to send their names and addresses, and the particulars of their debts or claims, to James William Bray Brown, Prudential Bldgs., Corporation st., Birmingham.

HAVANA ELECTRICITY CO., LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 6, to send their names and addresses, and the particulars of their debts or claims, to John Thomas Claxton, Finsbury print House.

STEAMSHIP SANDFIELD CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Henry Turton, 44, Leadenhall st., Botolph Claydon, Norfolk.

TRAMWAYS EXTENSION SYNDICATE, LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to Edward Davis, 5, London Wall Bldgs., Finsbury circus. Leslie & Co., Liverpool, solicitors for liquidator.

London Gazette.—TUESDAY, May 29.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIRMINGHAM LORRY CO., LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to John Dumbler, 172, Holloway st., Birmingham. Glaisyer & Co., Birmingham, solicitors for liquidator.

BRITISH CABLE SYNDICATE, LIMITED—Creditors are required, on or before June 23, to send their names and addresses, and the particulars of their debts or claims, to David Livingstone Honeyman, 18, St. Swinburn's, London. Jackson & Co., Coleman st., solicitors for liquidator.

DISCOVERIES FINANCE CORPORATION, LIMITED—Creditors are required, on or before June 19, to send their names and addresses, and the particulars of their debts or claims, to Charles Jermyn Ford and John Robertson, 81, Cannon st., Dunderdale, London wall, solicitors for liquidators.

EXETER CEMENT, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to George Carnaby Hartower, College hill. Kennedy & Co., Abchurch ln., solicitors for liquidator.

FOREIGN MINES PROSPECTING SYNDICATE, LIMITED—Creditors are required, on or before July 10, to send their names and addresses, and the particulars of their debts or claims, to John Montague Hamilton, Suffolk House, Laurence Pountney hill.

GARRIDE, BARNES, & CO., LIMITED—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to William Henry Barker, Market pl., Ashton under Lyne. Buckley & Co. and Ives, both of Stalybridge, solicitors for liquidators.

GEORGE HOPPER & SONS, LIMITED—Petition for winding up, presented May 26, directed to be heard at the Court House, Bridge rd., Stockton on Tees, June 13, at 11. Bell & Co., Ormond House, Queen Victoria st., for D. Wemy, Stockton on Tees, solicitor for petitioner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

IRISH CLUB CO., LIMITED—Petition for winding up, presented May 23, directed to be heard June 13. Madden & Co., Old Cavendish st., solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 13.

NORTH ORENSBY COAL SUPPLY SOCIETY, LIMITED—Creditors are required, on or before July 7, to send their names and addresses, and the particulars of their debts or claims, to George Westgarth, Middleborough.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 18.

GOODWIN, ALICE MAUD, Langley, nr. Gracemere, Queensland, Australia Oct 20 Goodwin v Goodwin, Farwell, J. Sherrington, Bedford row

London Gazette.—TUESDAY, May 22.

BISHOP, EDWARD WALLACE, Hascock, Sussex, Pianoforte Manufacturer June 23 Bishop v Bishop, Mackell, John st., Bedford row

WILLIAMS, JAMES, Abchurch, Cardigan, Farmer June 26 Williams v Williams, Swinfen Eady, J. Philpot & Morrell, Bedford row

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, May 22.

ADKINS, FREDERICK, Staverton, Northampton, Builder July 1 Roche, Daventry

ALLISON, ELLEN, Cardiff June 24 Stephens & Co., Cardiff

BLOCK, MARY ANN, Clacton on Sea June 2 Prior, Colchester

CANTER, WILLIAM HENRY, Tottenham, Bristol, Tailor June 30 Lawrence & Co., Bristol

CLEAVES, ANN, Napton on the Hill, Warwick July 1 Roche, Daventry

COLLIER, LEAK, Rochdale, Lancs, Confectioner June 25 Clegg, Rochdale

CORCORAN, PATRICK, Arden st., Battersea Park rd. July 1 Smith & Co., London wall

CREW, ESTHER, Brimsfield, Gloucestershire June 15 Lambert & Hale, Queen Victoria st.

CRUICK, HUGO HANFORD, Brockwells, Gloucestershire June 15 Clowes & Co., King's Bench walk, Temple

CRUICKSHANK, ROY GERRARD ALEXANDER, Byston Vantage, Norfolk June 30 Rackham, Norwich

CUMMINGS, WILLIAM JAMES, Toxteth Park, Liverpool, Commercial Traveller June 27 Whitley & Co., Liverpool

DALE, JAMES THOMAS, Wooler, Northumberland June 15 Percy & Son, Alnwick

DIXON, WILLIAM HENRY, Little Sutton, nr. Chester June 30 Booke & Co., Manchester

ELLIS, THE HON CHARLES ANTHONY, Shottermill, Surrey Aug 11 Cunliffe & Davenport, Tyne

ESMON, RICHARD, Kingston on Thames June 15 Marsh & Co., Kingston on Thames

EVERETT, LOUISA EMILY, Small Heath, Birmingham June 30 Price & Atkins, Birmingham

FITTON, JOHN, Southport, Lancs June 30 Wilmet & Hodge, Southport

GALLAGHER, MARY ANN, Bramley, Yorks June 29 George Newtown, Montgomery

GARDNER, SAMUEL, Bellingham, Northumberland June 29 Brett, Morpeth

GOWAN, PHILIP HAMILTON, Henderborough, Halwill, Devon July 1 Hares & Co., Lincoln's inn fields

GRIFFIN, WILLIAM SAMUEL, Leyton June 30 Freeman, Leyton

HAAS, HENDRIK CHRISTAAN, Fenchurch st, Tobacco Merchant June 30 Rivington & Son, Fenchurch bldgs

HENRIQUES, NATHANIEL CHARLES COHEN, Kingston, Jamaica June 30 William Wilson and C. C. Munton, Kingston, Jamaica

HOLLAND, MATILDA, Little Hellingbury, Essex June 23 Bullock, Winslow

JOHN, JOHN, Liverpool June 30 Ayrton & Co., Liverpool

KEMP, MARY JANE, South Shore, Blackpool June 21 Ascroft, Blackpool

LEACH, JOHN, West Norwood July 10 Cook, Gracechurch st

LISTER, EDWIN JOHN, Mirfield, Yorks, Card Clothing Manufacturer June 30 Armitage & Co., Huddersfield

MATHISON, WILLIAM ALEXANDER, Blundellsands, Lancs June 14 Tebbay & Lynch, Liverpool

MATTHEWS, WILLIAM, Marsh, Huddersfield June 30 Armitage & Co., Huddersfield

MEE, ARTHUR EDWARD, Manchester, Merchant June 30 Rylands & Sons, Manchester

NORMAN, JOHN SAMUEL, Arming rd, Uxbridge rd, Shepherd's Bush, Insurance Agent June 30 Alger, Abchurch ln

NOTTIDGE, EMILY ALICIA, Richmond June 31 Baker & Nairne, Crosby sq

NOTTALL, ELLEN LOUISA, Birmingham June 24 Pepper & Co., Birmingham

PALMER, SIR EDWIN MITFORD, KCB, KCMG, Cairo June 30 Lee & Pemberton, Lincoln's inn fields

PARKER, JANE, Low Benthall, Yorks May 30 Thompson & Co., Lancaster

PERSTON, JAMES, Bolton, Watchmaker June 19 P & J Kevan, Bolton

PRICHARD, MARY ELIZABETH, Bishopston, Bristol June 30 Lawrence & Co., Bristol

REID, JAMES, Beckenham June 25 Mayo & Co., Drapers' gds

ROBERTS, REV JAMES CLARKE, Ryton Shifnal, Staffs June 25 Mayo & Co., Drapers' gds

ROBINSON, ELIZABETH HANNAH, Brook Green June 25 Mayo & Co., Drapers' gds

ROBINSON, WILLIAM, Huddersfield, Surgeon June 30 Armitage & Co., Huddersfield

ROWLES, MARTHA, Denmark rd, Ealing June 18 Lambert & Hale, Queen Victoria st

ROUNCELES, EDWARD, Repton, Suffolk June 15 Cooper, Southwold, Suffolk

SMITH, SYDNEY, Grove Park, Kent July 1 Valpy & Co., Lincoln's inn fields

TURNER, JOHN, New Wortley, Leeds, Butcher June 4 Hutley, Leeds

WEBSTER, WILLIAM, Kingston upon Hull June 25 Roberts, Hull

WHEATLEY, CATHERINE MARGARET CLAY, Newcastle upon Tyne June 1 Keenleyside & Porter, Newcastle upon Tyne

WOODHOUSE, REV FREDERICK CHARLES, Folkestone June 23 A D & L J D Brockman, Folkestone

WYNN, CHARLOTTE, Chilton on Medlock, Manchester July 18 Hart Dyke, Duchy of Lancaster Office

London Gazette.—FRIDAY, May 25.

ADAMS, JAMES WRIGHT, Beeston, Notts June 5 Ford, Nottingham

ASHTON, THOMAS, Reddish, Lancs, Mechanic June 15 Woolfenden, Denton, nr Manchester

BALDWIN, Enoch, Gt Malvern June 26 Watson, Stourport

BARKER, HENRY, Aston, Warwick June 25 Rowlands & Co., Birmingham

BARNETT, CHRISTOPHER, Shap, Westmorland, Farmer July 3 Blenayre & Shepherd, Penrith

BARNETT, MARY ANN, Tunbridge Wells June 30 Robb, Tunbridge Wells

BARTLETT, ROWLAND, St Paul's, Cheltenham June 9 Dighton, Cheltenham

BAYNES, CHARLOTTE, Bishop's Stortford June 12 Gee & Sons, Bishop's Stortford

BEEDFORD, REV HENRY, Canterbury June 24 Knapp-Fisher, Buckingham gate, Westminster

BENSON, ESTHER ELIZA, Uppah Norwood June 16 Speerly & Co., New sq, Lincoln's inn

BENYON, SARAH AMELIA, Feltham June 25 Hoppocote & Dowson, Spring gds

BROWLOW, CATHERINE GEOGRAPHIA ELIZABETH, Drayton ter, South Kensington June 25 Peacock & Goddard, South sq, Gray's inn

BUTTS, SAMUEL, Brondesbury June 23 Parker & Co., St Michael's Rectory, Cornhill

BYERS, REBECCA, Kirby Stephen, Westmorland July 3 Bleasymire & Shepherd, Penrith

CHAPPEL, GRACE MARY, Hesale, Yorks June 26 W & W S Drawbridge, Scarborough

CHITTS, SARAH, Wick, Wick and Abson, Gloucestershire June 24 Bush & Bush, Bristol

COLLES, JOSEPH, Uxbridge, Linen Draper July 5 Woodbridge & Sons, Uxbridge

CONINGTON, JANE, Boston, Linco June 30 White & Son, Boston

COOK, HENRY, North Bedford, Notts, Yeoman July 9 Goss & Wells, East Bedford

COOKSON, THOMAS, Poulton le Fylde, Lancs, Farmer June 16 Gaultier, Fleetwood

CORNISH, CHARLES JOHN, Chiswick Mall July 7 Lewis & Co., Albany ct, Piccadilly

COURTENAY, EDWARD JAMES, Naval and Military Club, Piccadilly June 25 Freeman & Co., Cannon street House

DAMEBELL, THOMAS, Tamerton Foliot, Devon, Farmer June 9 Woolcombe & Sons, Plymouth

DAY, CAROLINE ANN, Southampton June 30 Green & Co., Southampton

DREW, MARY, North Tawton, Devon June 30 Goss, North Tawton

DUNT, WILLIAM GEORGE Halstead, Draper July 2 Morton & Son, Halstead, Essex

ELLIS, ALFRED, Aldershot, Draper June 30 Foster, Aldershot

EXLEY, MARY, Chicksend, Devon June 22 Simpson, Dewsbury

FRASER, JOHN HENRY, Southwark st, Oil and Colour Manufacturer June 25 Fraser & Son, Dean st, Soho sq

FRENCH, WILLIAM FRANCIS, Bethune rd, Stamford Hill, Dock Superintendent Aug 1 Hillearys, Broadway, Stratford

FROST, MARY ANN, Tiverton July 2 Carpenter, Tiverton, Devon

BROWN, JEMIMA, Tiverton July 2 Carpenter, Tiverton, Devon

GIBSON, DAVID BHOIRIE, Ashby, I of W July 1 Druce & Attles, Billitter sq

GODDARD, CAROLINE, Newbury, Berks June 23 Peacock & Goddard, South sq, Gray's inn

HARDNEY, LOUISA MARGARET, Hove June 24 Cookburn & Son, Brighton

HARD, ELIZA, St Paul's rd, Camden sq June 30 Newton & Co., Finsbury circus

HART, MARTIN, Bridgeford, Staffs, Farmer June 25 Russell & Son, Lichfield

HAWKSWORTH, WILLIAM HENRY, Woodhouse, Handsworth, Butcher June 24 Telford, Sheffield

HOKIN, SAMUEL, Brampton, Chesterfield July 10 Wm Adlington, Brampton Chesterfield

HURST, WILLIAM, Bolton, Machinist July 7 Holdens & Cannon, Bolton

JEFFREYS, WILLIAM, Argold, Llanmanner, Glam, Farmer June 25 Gwyn & Gwyn, Cowbridge

KESFOOT, JOHN, Abergele, Denbigh June 23 Crabbe, Abergele

LUCKLY, SIMON CLAXTON, Clifton, Bristol, Confectioner June 30 Poynton, Bristol

MATYAR, FREDERICK, Woking June 16 Bird & Bird, Gray's inn sq

NORDEN, WILLIAM GOODWIN, Buckhurst Hill, Essex, Costumer June 30 Stevens & Mager, King st, Chesham

PORTER, SARAH, Chiswick July 2 Richardson & Sadlers, Golden sq

POTTER, MARY ANN, Hutton rd, Canborough June 25 Powell, Essex st, Strand

RIPLEY, GEORGE THOMAS, St Helen's, Lancs June 29 Hill, Manchester

RITCHIE, DAVID WILLIAM Raleigh gds, Brixton hill, Ship Broker June 25 Freeman & Co., Cannon st House

ROWE, GEORGE WILLIAM, Bedford et mans June 30 Powell, Manchester

SMITH, FELIX, Halesowen, Worcester June 30 Homfray & Co., Halesowen

SMITH, WINIFRED, Dewsbury June 7 Peace, Dewsbury

SMOOTY, JAMES, Oakenden rd, Edington July 6 Chubb & Pettitt, New ct, Lincoln's inn

SPENCE, JOHN, Brompton, nr Scarborough June 26 W & S Drawbridge, Scarborough

TAYLOR, HENRY THOMAS, Whitley Bay, Northumberland June 15 Ward, Newcastle on Tyne

WAKLEY, WILLIAM, Burton on Trent, Bootmaker June 23 Tomlinson & Wardle, Burton on Trent

WALKES, PHILIP, Southern Nigeria June 30 Downey & Linnell, Conduit st

WALTON, RICHARD FENCIVAL, Preston, Lancs June 22 Bridgman & Co, College hill, Cannon st
WARREN, MARIA, Oavery rd, Old Kent rd, Surrey June 24 Pearce & Sons, Giltspur st
WHITLON, ELIZABETH, Acock's Green, Yardley, Worcester June 28 Pritchard, Birmingham
WRIGHT, GEORGE, Wood in, Highgate June 25 Maples & Co, Frederick's pl, Old Jewry
WHITAKER, GEORGE, Whitworth, nr Rochdale June 28 Clegg, Rochdale
WHITAKER, SARAH, Jany, Leeds June 28 Tompest, Leeds
WILKINSON, ISAAC, Micklethwaite, nr Bingley, Yorks June 30 Laycock, Bingley
WILLET, MARY, Dorking June 23 Down & Co, Dorking

London Gazette.—TUESDAY, May 29.

BICKETT, THOMAS, Bampton, Westmorland, Yeoman June 28 Arnison & Co, Pearth
CAMPELL, MARY, East Jarrow, Durham, Grocer June 19 Stob & Livingstone, New-
castle upon Tyne
COLEMAN, MARY, Atherham, Bucks June 24 Guillaume & Sons, Salisbury st
COLLETT, JANE, Locella, Aston juxta Birmingham July 2 Rowley & Co, Birmingham
COPE, EDWARD, Edgobaston, Coachbuilder June 30 Johnson & Co, Birmingham
DAVIS, HANNAH, Manchester July 8 Desquesnes, Salford
DEARIE, RUTH, Sheffield June 30 Smith & Co, Sheffield
DUFFORD, EMMA LICHIOARAY, Bath June 30 Wansley & Meade-King, Bristol
FINNIS, WILLIAM ALEXANDER, Erith, Kent July 9 Batham & Son, Fowkes bldgs, Gt
Tower st
FORDHAM, ALFRED WILLIAM KING, Salford, Lancs, Veterinary Surgeon June 3 Desquesnes,
Salford
FORTNICH, REBECCA, Nottingham June 30 Johnstone & William, Nottingham
GRAY, JOHN DAVID, Pendlebury, Lancs, Surgeon July 3 Desquesnes, Salford
GREENWOOD, CHARLES, Bowerby Bridge, Yorks June 29 Huntress & Green, Halifax
HARRISON, JOHN BAILEY, Maney, Sutton Coldfield, Licensed Victualler June 29 Adcock,
Birmingham
HARTY, SIDNEY CUMMINGS, Ashton upon Mersey, Manufacturer June 30 Boote,
Manchester

HUME, LIONEL, Gt Cumberland pl June 15 Lumley & Lumley, Conduit st
JONES, JOHN, Henlan, Denbigh, Farmer June 25 Foulkes-Roberts, Denbigh
KENT, SAMUEL CHEELEDER, Coin St Aldwyne, Glos June 30 Holmes, Barnard Castle
LAWTON, ANN, Darnall, Sheffield July 9 Fernell, Sheffield
LEE, MARY AUBRI, Brighton June 30 Griffith & Co, Brighton
LISSELL, JOHN, jun, Rehill, Surrey June 30 Downey & Linnell, Conduit st
LODER, MURRAY ANN, Hayter rd, Brixton hill June 25 Kendall & Co, Carey st, Lincoln's
inn

MACKENZIE, DAVID HUGHES, Goodna, Queensland, Australia July 16 Minet & Co, King
William st
MAYDWELL, ELIZABETH, Brighton June 30 Filmer, Brighton
MELLING, WILLIAM, Fulwood, nr Preston June 30 W & J Cooper, Preston
MILLER, AMY EMILY YEATES, LAUDRISTON, Cornwall June 20 Coward & Co, Launceston
MILLIGAN, WILLIAM HENRY, Pall Mall July 12 Gattard & Co, Suffolk st, Pall Mall East
MILNTHORP, JOSEPH, JP, Buxton, Derby July 14 Irons, Sheffield
MORGAN, JOHN FRANCIS, Newcastle on Tyne, Secretary June 30 Morgan, Leeds
MORRIS, GRIFFITH, Henlan, Denbigh, Farmer June 25 Foulkes-Roberts, Denbigh
MORRIS, EMMA ELIZABETH, Henlan, Denbigh June 25 Foulkes-Roberts, Denbigh

PORTLOCK, JOHN, Cheltenham June 12 Stroud, Cheltenham
ROWE, GEORGE, Leighton Buzzard, Beds June 25 Newton & Calcott, Leighton Buzzard
SANDS, AUGUSTA SOPHIA, Loundes st June 30 Janson & Co, College hill
SHAW, JOHN, Normanton June 30 Barber & Co, Derby
SOUTHCOTT, HENRY, Weston super Mare, Yeoman June 20 Powell, Banwell, Somerset
STOKES HENRY, Little Easton, Essex, Miller June 30 Wade & Co, Dunmow, Essex
STODEN, SARAH, Lingards, Slathwaite, Yorks June 30 Freeman, Slathwaite
SWINERTON, WILLIAM, Tottenham, Norfolk, Farmer June 25 Mellor, Donham

Market
VERNON, MARY ANN, Birmingham Aug 31 Coley & Coley, Birmingham
WAINE, LUCY, Cheltenham June 15 Wittich, Cheltenham
WILLING, WALTER DOUGLAS, Teddington June 26 Wells & Sons, South sq, Gray's inn
WOOD, MERRY, Newport, I of W June 27 Pittis, Newport, I of W

Bankruptcy Notices.

London Gazette.—FRIDAY, May 25.

RECEIVING ORDERS.

APPLETON, THOMAS SLEIGH, Bush in, Cannon st High Court Pet April 30 Ord May 22
BARNARD, JAMES FREDERICK, Norwich, Baker Norwich Pet May 22 Ord May 22
BENNETT, H G, Fenchurch st, Merchant High Court Pet April 24 Ord May 22
BLUNT, JOHN, Hardington, Northampton, Builder Northampton Pet May 21 Ord May 21
BROWN, CHARLES, Gt Grimsby, Joiner Gt Grimsby Pet May 21 Ord May 21
BURRE, HENRY, Brook's Bar, Manchester, Steel Contractor Manchester Pet Feb 7 Ord May 23
BURRE, M, Whitecross st, Cheesemonger High Court Pet May 2 Ord May 22
BUSTON, JOHN JAMES, Kenwyn rd, Clapham Wandsworth Pet May 21 Ord May 21
BYRNE, ADRIAN, Derby Derby Pet May 22 Ord May 22
BYRNE, RUPERT HENRY, Regent st, Solicitor High Court Pet March 23 Ord May 22
CAYZER, MAJOR, Piccadilly High Court Pet April 23 Ord May 22
CLARKE, GEORGE, Nuneaton, Warwick Coventry Pet May 22 Ord May 22
COTCHING, C, Walthamston, Builder High Court Pet April 24 Ord May 22
CRABTREE, JOHN, Kirby Lonsdale, Westmorland, Butcher Kendal Pet May 21 Ord May 22
DANIEL, THOMAS JOHN, Maesteg, Glam, Sawyer Cardiff Pet May 22 Ord May 22
ECKERLEY, PETER, Lowton, Lancs, Cycle Agent Bolton Pet May 21 Ord May 21
GUTHRIE, DONALD, Lowestoft, Monumental Mason Gt Yarmouth Pet May 23 Ord May 23
HAILWOOD, WILLIAM T, Holme, Manchester, Baker Manchester Pet May 10 Ord May 21
HAMILTON, JOHN, King st, Cheapside, Tailor High Court Pet May 21 Ord May 21
HARRIS, J HARCOURT, Gauden rd, Clapham, Civil Engineer Wandsworth Pet April 26 Ord May 22
HARRISON, JAMES MALBOIS, Wallaseid, Auctioneer Newcastle on Tyne Pet May 23 Ord May 23
HOLLINGSWORTH, ERNEST SYDNEY, Hensall, Yorks Wakefield Pet May 22 Ord May 22
HOWELL, LUCY, Eaton, Norwich, Baker Norwich Pet May 23 Ord May 23
JACKSON, ENOCH, Wellington, Salop, Baker Madeley Pet May 22 Ord May 22
LLOYD, EDWIN, Norland sq, Holland Park, Commission Agent High Court Pet May 21 Ord May 22
LYONS, E HICKS BEACH, Clarence rd, Kew gdns Croydon Pet March 30 Ord May 22
MORRIS, JAMES WILFRED, Duke st, Manchester sq, Antique Dealer High Court Pet May 10 Ord May 23
NAYLOR, CELAMAH, Halifax, Coal Merchant Halifax Pet May 23 Ord May 23
NEALE, FANNY EMMA, Long Melford, Suffolk, Licensed Victualler Colchester Pet May 19 Ord May 19
OSBORNE, EDWARD CHARLES HAROLD, Bexley Heath, Kent, Solicitor Rochester Pet May 1 Ord May 21
OWEN, ELIZA FRANCIS, High Court Pet May 1 Ord May 23
PALIN, HENRY, Northwich, Grocer Nantwich and Crewe Pet May 23 Ord May 23
PALMER, GEORGE, Ellistown, Leicester, Farmer Barton on Trent Pet May 23 Ord May 23
PATER, EDWARD THOMAS, and CHARLES DANIEL PATER, Drake's Broughton, Pershore, Worcester, Builders Worcester Pet May 22 Ord May 23
PEARCEY, THOMAS, Churchill, Axminster, Devon, Dealer Exeter Pet May 21 Ord May 21
POSTHILL, JOHN FREDERICK, Kingston upon Hill, Gardener Kingston upon Hill Pet May 23 Ord May 22
PRATT, LOUISA, Dal, Milliner Canterbury Pet May 21 Ord May 22
PAYER, HENRY CHARLES, Cliffraydd, Glam, Bootmaker Pontypidd Pet May 21 Ord May 21

RAIN, GEORGE AUGUSTUS, Blackheath, Kent, Fume Maker Greenwich Pet May 19 Ord May 19
SROKER, DAVID, Stanningley, Yorks, Grocer Bradford Pet May 22 Ord May 22
SMITH, WILLIAM GEORGE, Grove ter, North End rd, Farrier High Court Pet May 23 Ord May 23
SMITH, JAMES, Doncaster, Farmer Lincoln Pet May 4 Ord May 22
SUTTON, STANLEY WALTER, Wotton St Mary Without, Glos, Vaccination Officer Gloucester Pet May 22 Ord May 22
SWIFT, ISAAC, Liverpool, Clothier Liverpool Pet May 4 Ord May 22
TALLANT, FRANCIS ALWYN, Doddsley, Easbourne, Builders' Merchant Brighton Pet May 22 Ord May 22
TAYLOR & Co, W J, Walworth, Surrey, Builders High Court Pet May 3 Ord May 21
TETLEY, WILLIAM, Bradford, Accountant Bradford Pet May 22 Ord May 22
WHITE, HENRY JOHN, Salisbury, China Dealer Salisbury Pet May 22 Ord May 23
WILLIAMS, GEORGE FREDERICK, Pelsall, Staffs, Stationer Walsall Pet May 18 Ord May 18
WYLLIE, JAMES, Manchester, Egg Importer Manchester Pet May 7 Ord May 21

Amended notice substituted for that published in the London Gazette of May 15:

MARSH, HORACE SMITH, Reading Reading Pet April 19 Ord May 11

RECEIVING ORDER DISCHARGED.

HUNT, SAMUEL RADLEY and ERNEST LYON HUNT, Lizard, Chester, Provision Merchants Liverpool Rec Ord March 3 Disc May 11

FIRST MEETINGS.

APPLETON, THOMAS SLEIGH, Bush in, Cannon st June 7 at 1 Bankruptcy bldgs, Carey st
BENNETT, H G, Fenchurch st, Merchant June 7 at 12 Bankruptcy bldgs, Carey st
BLUNT, JOHN, Hardington, Northampton, Builder June 2 at 12 Off Rec, Bridge st, Northampton
BRANNAN, JOHN, Denbigh, Marine Store Dealer June 5 at 12 Crypt chambers, Eastgate row, Chester
BURRE, M, Whitecross st, Cheesemonger June 7 at 11 Bankruptcy bldgs, Carey st
BYRNE, RUPERT HENRY, Regent st, Solicitor June 8 at 11 Bankruptcy bldgs, Carey st
CAVELL, HERBERT THOMAS VINCENT, Strand, Walmer, Fishmonger June 2 at 11 Off Rec, 68A, Castle st, Canterbury
CAYZER, MAJOR, Piccadilly June 6 at 12 Bankruptcy bldgs, Carey st
COTCHING, C, Walthamston, Builder June 8 at 1 Bankruptcy bldgs, Carey st
DENNY, THOMAS, jun, and WILLIAM RICHARD DENNY, Brixton hill, Streatham, Saddlers June 6 at 12.33 132, York rd, Westminster Bridge
ECKERLEY, PETER, Lowton, Lancs, Cycle Agent June 2 at 11 19, Exchange st, Bolton
HOUGH, MARGARET, Warrington, Grocer June 2 at 11 Off Rec, Byrom st, Manchester
HOWELL, JOHN, Aberdare, Glam, Innkeeper June 5 at 3 135, High st, Merthyr Tydfil
KING, EDWARD, Bromyard, Hereford, Hotel Keeper June 2 at 11.30 45, Copenhagen st, Worcester
MARTIN, WILLIAM GUY, Bromley, Licensed Victualler June 6 at 11.30 132, York rd, Westminster Bridge
MULLINOR, HARRY, Southsea, Fishmonger June 3 at 4 Off Rec, Cambridge junc, High st, Portsmouth
OSBORNE, EDWARD CHARLES HAROLD, Bexley Heath, Kent, Solicitor June 11 at 12 115, High st, Rochester
PEARCEY, THOMAS, Churchill, Axminster, Devon, Dealer June 14 at 10.30 Off Rec, 9, Bedford circus, Exeter
PRATT, LOUISA, Dal, Milliner June 2 at 11.30 Off Rec, 68, Castle st, Canterbury
RENE, FREDERICK WHITE, Whitfield, Northampton, Builder June 2, at 12 Off Rec, 1, St Aldates, Oxford
ROE, GEORGE, Haverfordwest, Saddler June 8 at 11.15 Off Rec, 4, Queen st, Carmarthen
SROKER, DAVID, Stanningley, Yorks, Grocer June 8 at 3.30 Off Rec, 29, Tyndal st, Bradford

SIMONDS, WILLIAM GEORGE, Grove ter, North End rd, Farrier June 7 at 12 Bankruptcy bldgs, Carey st
SKINNER, JAMES, Wakefield, Costumier June 6 at 3 Off Rec, 6, Bond ter, Wakefield
STICKELLS, GEORGE THOMAS, Folkestone, Watchmaker June 2 at 10.30 Off Rec, 68, Castle st, Canterbury
TAYLOR & Co, W J, Walworth, Builders June 6 at 12 Bankruptcy bldgs, Carey st
TETLEY, WILLIAM, Bradford, Accountant June 8 at 3 Off Rec, 29, Tyndal st, Bradford
TEUNAY, HARRY, Chesham, Builder June 11 at 11.30 115, High st, Rochester
TURNBULL, JAMES, Watlington, nr Pontypidd, Labourer June 6 at 12 135, High st, Merthyr Tydfil
WHITE, JOHN, Eastbourne, Builder June 5 at 1.30 County Court Office, Seaside rd, Eastbourne
WHITWORTH, ALFRED, Kingston upon Hull, House Agent June 2 at 11 Off Rec, Trinity House la, Hull
WOODER, HECTOR JOHN HASTINGS, Minchinhampton, Glos, Licensed Victualler June 2 at 3 County Court bldgs, Cheltenham

ADJUDICATIONS.

BAKER, WILLIAM ARTHUR, Landport, Hants, Draper Portsmouth Pet May 12 Ord May 19
BARNARD, JAMES FREDERICK, Norwich, Baker Norwich Pet May 22 Ord May 22
BLUNT, JOHN, Hardington, Northampton, Builder Northampton Pet May 21 Ord May 21
BRADFORD, JOSEPH S, Loughborough, Leicester, Licensed Victualler Leicester Pet April 11 Ord May 21
BROWN, CHARLES, Gt Grimsby, Joiner Gt Grimsby Pet May 21 Ord May 21
BUSTON, JOHN JAMES, Kenwyn rd, Clapham, Wandsworth Pet May 21 Ord May 21
BUSTON, ADRIAN, Derby Derby Pet May 22 Ord May 22
CAVELL, HERBERT THOMAS VINCENT, Strand, Walmer, Kent, Fishmonger Canterbury Pet May 13 Ord May 21
CLARKE, GEORGE, Nuneaton, Warwick Coventry Pet May 22 Ord May 22
CRABTREE, JOHN, Kirby Lonsdale, Westmorland, Butcher Kendal Pet May 21 Ord May 11
DANIEL, THOMAS JOHN, Maesteg, Glam, Sawyer Cardiff Pet May 22 Ord May 22
ECKERLEY, PETER, Lowton, Lancs, Cycle Agent Bolton Pet May 21 Ord May 21
ELLISON, THOMAS, Boyton, Lancs, Farmer Oldham Pet May 16 Ord May 23
FORSTER, GEORGE CANNARY, Corbridge on Tyne, Northumberland, Contractor Newcastle on Tyne Pet April 4 Ord May 18
GUTHRIE, DONALD, Lowestoft, Monumental Mason Gt Yarmouth Pet May 23 Ord May 23
HARRISON, JAMES MALBOIS, Wallaseid, Northumberland, Auctioneer Newcastle on Tyne Pet May 23 Ord May 23
HUDSON, JOHN EDWARD, St Helena, Lancs, Builder Liverpool Pet May 17 Ord May 21
HOLLINGSWORTH, ERNEST SYDNEY, Hensall, Yorks Wakefield Pet May 22 Ord May 22
HOWELL, LUCY, Eaton, Norwich, Baker Norwich Pet May 23 Ord May 23
JACKSON, ENOCH, Wellington, Salop, Baker Madeley Pet May 22 Ord May 22
JONES, WILLIAM, and EDWARD COULSON, Leicester, Builders Leicester Pet April 21 Ord May 23
KENNEDY, ARTHUR CLARK, Cambridge High Court Pet April 5 Ord May 19
LLOYD, EDWIN, Norland sq, Holland Park, Commission Agent High Court Pet May 21 Ord May 22
MALLIN, EMILY, West Bromwich, Staffs, Builder West Bromwich Pet May 5 Ord May 21
MOODY, JOSEPH, Salford, Lancs, Cattle Dealer Salford Pet April 30 Ord May 22
NAYLOR, CELAMAH, Halifax, Coal Merchant Halifax Pet May 23 Ord May 23
NEALE, FANNY EMMA, Long Melford, Suffolk, Licensed Victualler Colchester Pet May 19 Ord May 19
PALIN, HENRY, Northwich, Grocer Crewe Pet May 23 Ord May 23
PALMER, GEORGE, Ellistown, Leicester, Farmer Barton on Trent Pet May 23 Ord May 23

PANTER, EDWARD THOMAS, and CHARLES DANIEL PANTER, Pershore, Worcester, Builders Worcester Pet May 23 Ord May 23
 PEARCEY, THOMAS, Axminster, Dealer Exeter Pet May 21 Ord May 21
 POSTHILL, JOHN FREDERICK, Kingston upon Hull, Gardener Kingston upon Hull Pet May 22 Ord May 22
 PRATT, LOUISA, Deal, Kent, Milliner Canterbury Pet May 22 Ord May 22
 PRYCE, HENRY CHARLES, Cliffton, Glam, Bootmaker Pontypridd Pet May 21 Ord May 21
 RAIN, GEORGE AUGUSTUS, Blackheath, Kent, Frame Maker Greenwich Pet May 19 Ord May 19
 SECKER, DAVID, Stanningley, Yorks, Grocer Bradford Pet May 22 Ord May 22
 SERPHERD, FREDERICK JAMES, Watlington, Wilts, Brewer Frome Pet March 33 Ord May 21
 SHERBURN, WILLIAM GEORGE, Grove ter, North End rd, Cab Proprietor High Court Pet May 23 Ord May 23
 SUTTON, STANLEY WALTER, Wotton St Mary Without, Glos, Vaccination Officer Gloucester Pet May 22 Ord May 22
 TAILLANT, FRANCIS ALWYN, Dodsley, Epsom, Surrey, Builders' Merchant Brighton Pet May 23 Ord May 21
 TETLEY, WILLIAM, Bradford, Accountant Bradford Pet May 7 Ord May 22
 WALMSLEY, JAMES, Lancaster, Licensed Victualler Preston Pet May 7 Ord May 21
 WALSH, HARRY JOHN DIGHT, Brighton High Court Pet March 10 Ord May 17
 WEINBERG, JACOB, Wardour st, Tailor High Court Pet March 27 Ord May 17
 WHITE, HENRY JOHN, Salisbury, China Dealer Salisbury Pet May 23 Ord May 23
 WILLIAMS, GEORGE FREDERICK, Pell, Staffs, Stationer Walsall Pet May 18 Ord May 18
 WYLIE, JAMES, Manchester, Egg Importer Manchester Pet May 7 Ord May 22

ADJUDICATION ANNULLED.

HUNT, SAMUEL RADLEY, and ERNEST LEIGH HUNT, Liscard, Chester, Provision Merchants Liverpool Adjud March 3 Annual May 11

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

LA CROIX, FREDERICK BRADFORD, General Post Office, St Martin's le Grand, Clerk High Court Rec Ord May 18, 1898 Adjud July 3, 1898 Rec and Annual May 16, 1906

London Gazette.—TUESDAY, May 29.

RECEIVING ORDERS.

ADAMS, WILLIAM, West Haddon, Northampton, Carrier Northampton Pet May 26 Ord May 26
 ADDISON, WILLIAM, and ARTHUR METCALFE, Bradford, Chair Makers Bradford Pet May 25 Ord May 25
 BANKS, HERBERT COATES, Hartwogate Hill, Darlington, Durham, Tobaccocon Stockton on Tees Pet May 23 Ord May 23
 BARKER, ALBERT JAMES, Fir Croft, Weybridge Kingston, Surrey Pet April 16 Ord May 23
 BERNON, MARY ANN, Leeds, Hay Merchant Leeds Pet April 27 Ord May 23
 BODT, ALBERT WILLIAM, Swansea, Painter Swansea Pet May 25 Ord May 25
 BONSLEY, JOSEPH A, Grove Park, Chiswick Brentford Pet April 18 Ord May 25
 BURNETT, JAMES HANDEMAN, Hanley, Bookseller Hanley Pet May 14 Ord May 24
 CHADWICK, JOHN, Church Gresley, Derby, Baker Burton on Trent Pet May 21 Ord May 24
 DODD, CHARLES HENRY, Halford, Essex, Builder Colchester Pet May 25 Ord May 25
 DOWNES, ALFRED EDWARD, Downham, Essex, Ship's Steward Chelmsford Pet May 24 Ord May 24
 DYER, CALAN, Northampton, Pawnbroker Northampton Pet May 26 Ord May 26
 EDWARDS, MARIEL, Boscombe, Bournemouth, Lodging house Keeper Poole Pet May 26 Ord May 26
 EDWARDS, ROBERT, Brunswick st, Physician High Court Pet May 6 Ord May 25
 EDISON, ISAAC, Victoria Park rd, Diamond Merchant High Court Pet May 4 Ord May 25
 EVANS, GEORGE, Stapleford, Notts, Cab Driver Derby Pet May 25 Ord May 25
 FEET, WILLIAM HENRY, South Stack Lighthouse, nr Holyhead, Lighthouse Keeper Bangor Pet May 24 Ord May 24
 GREEN EDWARD, Kersley, Leics, Commercial Traveller Bolton Pet May 24 Ord May 24
 HARRIDGE, ALFRED, Bournbrook, Worcester, Butcher Birmingham Pet May 10 Ord May 24
 HODGES, GEORGE JAMES, Ross, Hereford, Coal Merchant Hereford Pet May 24 Ord May 24
 HOGGINS, RICHARD BOWEN, Cefn Cribwr, Glam, Grocer Cardiff Pet May 24 Ord May 24
 JACOB, M, Cambridge rd, Bethnal Green, Boot Manufacturer High Court Pet May 9 Ord May 25
 JONES, EDWARD PARKES, Six Ways, Aston, Birmingham, Baker Birmingham Pet May 25 Ord May 25
 LAWTON, JOSEPH WILFRED STYLAND, Dagen, Greenfield, Yorks, Mill Manager Oldham Pet May 17 Ord May 25
 LAYFIELD, WILLIAM, St Ayles, York, Plumber Stockton on Tees Pet May 25 Ord May 25
 LOCKHART, WALTER JOHN, East Finchley, Farmer Barnet Pet April 25 Ord May 24
 LORD, ALFRED, Oldham, Lancs, Grocer Oldham Pet May 24 Ord May 24
 LORD, EMILY, Huddersfield, Glass Dealer Huddersfield Pet May 25 Ord May 25
 MURRAY, CHARLES WILLIAM, Poole, Dorset, Baker Poole Pet May 24 Ord May 24

MELLOR, ISAAC, Milton, Staffs, Vegetable Salesman Hanley Pet May 14 Ord May 25
 MURGATROYD, WILLIE, Warrfield, nr Wakefield, Butcher Wakefield Pet May 24 Ord May 24
 ORLEMAN, CHARLES WILLIAM, London rd, Lower Clapton, Dairyman High Court Pet April 27 Ord May 16
 PHILLIPS, JAMES LILL, Uplands, Swansea, Grocer Swansea Pet May 24 Ord May 24
 PHILLIPS, LEVI ISAAC, Northam, Southampton, Carman Southampton Pet May 26 Ord May 26
 PLEWIS, THOMAS, Far Beeton, Leeds, Blacksmith Leeds Pet May 24 Ord May 24
 PROUDLOCK, THOMAS, Ashington, Northumberland, Miner Newcastle on Tyne Pet May 24 Ord May 24
 ROWLINGS, CHRISTOPHER, Devonport, Baker Plymouth Pet May 26 Ord May 26
 SAYWELL, GEORGE, Ashford, Kent, Baker Canterbury Pet May 25 Ord May 25
 STANLEY, JULIA, Whipacres, Harrietham Maidstone Pet May 26 Ord May 26
 STARRS, RICHARD ERNEST, Hythe, Kent, Watchmaker Canterbury Pet May 25 Ord May 25
 STEPHENSON, AMELIA ELIZABETH, Erdington, Birmingham, Milk Dealer Birmingham Pet May 26 Ord May 26
 SUGGESS, ISABEL, Sandy's row, Bishopgate, Restaurant Keeper High Court Pet May 4 Ord May 24
 THAKE, GEORGE WILLIAM, Tottenham, Boot Dealer Edmonton Pet May 11 Ord May 24
 THOMAS, GEORGE HENRY, Blaenavon, Mon, Provision Merchant Tredgar Pet May 24 Ord May 24
 THOMAS, THOMAS, Aberdeen, Glam, Solicitor's Clerk Aberdeen Pet May 25 Ord May 25
 TILLOTSON, JOHN, Bingley, Yorks, Auctioneer Bradford Pet May 9 Ord May 24
 TODD, JOHN, Rupert st, Birmingham, Brass Caster Birmingham Pet May 9 Ord May 24
 WHITELL, WILLIAM HENRY, Norton, Stockton on Tees, Removal Contractor Stockton on Tees Pet May 24 Ord May 24

SCALE OF CHARGES for ADVERTISEMENTS of WANTS, Situations, Partnerships, Money, Offices, Houses, &c., offered or required.

	ONCE.	3.	6.
20 Words	1s. 6d.	3s. 0d.	5s. 0d.
30 "	2s. 3d.	4s. 6d.	7s. 6d.
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